



**April 24, 2020**

**SUBJECT: Mission Awareness Capabilities Ramp-up and Optimization (MACRO)**

**ENCLOSURE 1: In-depth Feedback through Open Reporting Methods (INFORM 2.0) Notice**

**NOTICE TO: ONE ACQUISITION SOLUTION FOR INTEGRATED SERVICES (OASIS) Unrestricted Pool 3 Contract Holders**

This letter transmits Task Order Request (TOR) 47QFCA20R0022. The scope of this requirement is to acquire comprehensive, systems engineering services to develop, assess, enhance, and integrate related software and hardware technologies for the Enterprise Team Awareness Kit (ETAK). This TOR is issued by the United States (U.S.) General Services Administration (GSA), Federal Systems Integration and Management Center (FEDSIM). The North American Industry Classification System (NAICS) code for this procurement is 541330, Exception A – Engineering for Military and Aerospace Equipment and Military Weapons. The Product Service Code (PSC) is R499 – Other Professional Services.

This letter also serves to provide information on the INFORM 2.0 process, which this procurement is a part of. Please see the attached Enclosure 1 for details.

Each offer shall be provided to the Government in four Parts in accordance with the instructions specified in TOR Section L.4. Please note the due dates for each of the following parts:

- **Part I: Preliminary Written Cost/Price Proposal Information**  
One electronic copy is due No Later Than (NLT) 11:00 a.m. Eastern Time (ET) on **May 25, 2020**.

*In the event that the electronic mail response to Part I must be submitted in several parts due to file size, please specify the number of parts (e.g. Part 1 of x, etc.).*

- **Part II: Remainder of Written Cost/Price Proposal**  
One electronic copy is due NLT 11:00 a.m. ET on **June 8, 2020**.
- **Part III: Written Technical Proposal**  
One electronic copy is due NLT 11:00 a.m. ET on **June 8, 2020**.
- **Part IV: Video Technical Proposal Presentation**  
Due NLT 11:00 a.m. ET on **June 8, 2020**.  
Oral Q&A Sessions are to be determined following proposal receipt; anticipated dates for planning purposes are between June 10, 2020 through June 26, 2020.

In accordance with TOR Section L.10 Delivery Instructions, offerors shall electronically deliver Parts I through IV to the FEDSIM Contract Specialist, Anna von Reyn and the FEDSIM Contracting Officer, Jeffrey Chance.

The offeror shall email the FEDSIM CO and CS to verify that the files were received and confirm proposal acceptance by FEDSIM. In the event that the Government cannot view the offeror's submission, in whole or in part, the Government may consider the applicable proposal submission element as not being provided by the offeror. In addition, an email or a secure link file with a time stamp after the due date/time will be considered late, which may render the proposal nonresponsive.

The offeror and any subcontractors may use one of two methods to deliver its proposal:

- a. Secure Industry Link (eg. Sharepoint)
- b. Encrypted E-mail

### **Option 1: Secure Industry Link**

The offeror shall provide the FEDSIM CO and CS with a secure link to download the electronic copy of all proposal documents in Parts I through IV. A secure link has the following characteristics:

- a. It is password protected.
- b. It includes a timestamp feature for all proposal Parts.
- c. It expires 24 hours after the proposal due date.

The offeror shall include the appropriate URL and passcode to download all documents. Offerors are encouraged to test the secure link. The offeror may email a trial link to the FEDSIM CO and CS at least one week prior to the due date of Proposal Part I, Preliminary Written Cost/Price Proposal Information, and FEDSIM will test the secure link.

### **Option 2: Encrypted E-mail**

The offeror shall send an encrypted email to the FEDSIM CO and CS. If the offeror submits parts separately, please specify the number of parts (e.g. Part 1 of x, etc.) Additionally, GSA's email system has a 25MB size limitation for individual emails.

In accordance with TOR Section L.9, Submission of Questions, prospective offerors shall submit any questions about the TOR package via email to the following individuals **NLT 11:00 a.m. ET on May 4, 2020:**

Anna von Reyn, FEDSIM Contract Specialist, [anna.vonreyn@gsa.gov](mailto:anna.vonreyn@gsa.gov)  
Jeffrey Chance, FEDSIM Contracting Officer, [jeffrey.chance@gsa.gov](mailto:jeffrey.chance@gsa.gov)

Prospective offerors are requested to submit questions grouped by TOR Section and make reference to the particular Section/Subsection number. Questions shall be received before the date specified for receipt of questions using the format provided in TOR Section J, Attachment

V. Questions or requests for extension submitted after the cut-off date will not be considered. Any information given to a prospective offeror concerning this solicitation will be furnished promptly to other prospective offerors as an amendment to the solicitation. When submitting questions, please reference “TOR 47QFCA20R0022 Questions” in the subject line.

Sincerely,

Jeffrey Chance  
GSA FEDSIM Contracting Officer  
Jeffrey.chance@gsa.gov  
Federal Systems Integration and Management Center (FEDSIM)  
FEDSIM is part of GSA’s Federal Acquisition Service

## ENCLOSURE 1

### **A. OVERVIEW OF THE IN-DEPTH FEEDBACK THROUGH OPEN REPORTING METHODS (INFORM 2.0) PROCESS**

This solicitation is part of an initiative using the INFORM 2.0 process which is designed to enhance the quality and usefulness of post-award communications by providing greater transparency and openness into the procurement process. INFORM 2.0 seeks to increase GSA-industry communication by providing clearer and more complete information to explain the award decision.

Through the INFORM 2.0 process, GSA will seek to share additional information with offerors in writing and/or through an oral feedback meeting that is not required by statute or regulation. For purposes of this solicitation, and in addition to any information required by FAR 15.503 and 15.506, GSA is providing each offeror with the opportunity to participate in the INFORM 2.0 process as further discussed below.

### **B. DETAILED DESCRIPTION OF THE INFORM 2.0 PROCESS**

#### **B.1. Component 1 - Notification of Award**

After award and in accordance with any post-award notification timeframes required by regulation (i.e., FAR Parts 15.503(b) and 16.505(b)(6)), the contracting officer will issue written notices to the successful and unsuccessful offerors (the Notification of Decision Statement (NODS)). The notices will contain:

- a. All information required by statute or regulation;
- b. An unredacted copy of the complete technical evaluation for that particular offeror that includes a full description of the unsuccessful offeror's strengths, weaknesses, risks, and deficiencies;
- c. An overall technical evaluation summary for that particular offeror and the successful offeror that includes evaluated price; overall technical ranking, rating, or score.

#### **B.2. Component 2 - Request for Oral Feedback Meeting or Written Questions**

Within three business days after receipt of the NODS, an offeror may, but is not required to:

- a. Submit a written request to the contracting officer for an oral feedback meeting.
- b. Submit a list of written questions to the contracting officer.
- c. Take no further action.

If the offeror timely elects to request an oral feedback meeting or submit a list of written questions, GSA will consider any such request to constitute a required debriefing pursuant to FAR 15.506. If an offeror does not request an oral feedback meeting or submit a list of written questions within the three day time period, the receipt of the NODS concludes the INFORM 2.0 process and satisfies the FAR requirement for debriefs pursuant to FAR 15.506.

If the offeror submits a list of written questions in lieu of the oral feedback meeting, the contracting officer will attempt to respond within five business days of receipt of the written questions. Unless otherwise stated, the contracting officer's response to the written questions will conclude the INFORM 2.0 process and any corresponding post-award debriefing as further set forth at FAR 15.506.

If the offeror requests an oral feedback meeting, the offeror should provide the following information:

- a. Primary point of contact;
- b. List of participants with titles (e.g., Senior Vice President);
- c. List of topics to assist GSA better prepare for the oral feedback meeting; and
- d. Preference for in-person, telephone, or web-based conferencing (if available).

### **B.3. Component 3 - Oral Feedback Meeting**

During the oral feedback meeting, GSA's objectives are to provide:

- a. Reasonable responses to written questions submitted by the offeror;
- b. Explanations for the evaluation conclusions and contract award decisions;
- c. Any additional information about the fairness and impartiality of the evaluation and why the award decision was rational;
- d. Reasonable responses to additional questions raised during the meeting;
- e. Additional transparency into the underlying competition process; and,
- f. A greater understanding of the evaluation and award process.

GSA will not provide any information that is prohibited by law or regulation.

### **B.4. Component 4 - Post Oral Feedback Meeting Questions**

Within two business days after the conclusion of the oral feedback meeting, the offeror may submit a list of written questions to the contracting officer. The contracting officer will provide a written response within five business days and, unless otherwise noted by the contracting officer, the INFORM 2.0 process and any corresponding post-award debriefing as further set forth at FAR 15.506 will have concluded.

If the offeror elects not to submit a list of written questions within two days after the oral feedback meeting, the INFORM 2.0 process and any corresponding post-award debriefing as further set forth at FAR 15.506 is concluded.



# **TASK ORDER REQUEST (TOR)**

**47QFCA20R0022**

## **Mission Awareness Capabilities Ramp-up and Optimization (MACRO)**

**in support of:**

**United States (U.S.)  
Department of Defense (DoD)**



**Issued to:**

**All contractors under the General Services Administration (GSA) One Acquisition Solution  
for Integrated Services (OASIS) Multiple Award (MA) Indefinite Delivery/Indefinite  
Quantity (IDIQ) – Unrestricted Pool 3 Contract  
Multiple Award Contracts**

**Conducted under Federal Acquisition Regulation (FAR) 16.505**

**Issued by:**

**The Federal Systems Integration and Management Center (FEDSIM)  
1800 F Street, NW (QF0B)  
Washington, D.C. 20405**

**April 24, 2020**

**FEDSIM Project Number 2019092DE**

Task Order Request 47QFCA20R0022

## SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

### **B.1 GENERAL**

The work shall be performed in accordance with all Sections of this Task Order (TO) and the contractor's basic contract, under which the resulting TO will be placed. This One Acquisition Solution for Integrated Services (OASIS) TO falls under Unrestricted Pool 3. An acronym listing to support this Task Order Request (TOR) is included in **Section J, Attachment B**.

### **B.2 CONTRACT ACCESS FEE (CAF)**

The General Services Administration's (GSA) operating costs associated with the management and administration of this contract are recovered through a CAF. In accordance with the OASIS base contract, the CAF shall be 0.1 percent of the total TO value. This TO shall have a separate Contract Line Item Number (CLIN) to cover this access fee, and this CAF shall be obligated at Task Order Award (TOA).

### **B.3 ORDER TYPES**

The contractor shall perform the effort required by this TO on a Cost-Plus-Award-Fee (CPAF) basis for Mandatory Labor CLINs 0001, 1001, 2001, 3001, and 4001.

The contractor shall perform the effort required by this TO on a on a Cost-Reimbursable (CR), Not-to-Exceed (NTE) basis for:

- a. Long-Distance Travel CLINs 0002, 1002, 2002, 3002, and 4002
- b. Materials and Equipment and Other Direct Costs (ODCs) CLINs 0003, 1003, 2003, 3003, and 4003
- c. CAF CLINs 0004, 1004, 2004, 3004, and 4004

The contractor shall perform the effort required by this TO on a Not Separately Priced (NSP) basis for CLINs 0005, 1005, 2005, 3005, and 4005.

### **B.4 SERVICES AND PRICES/COSTS**

Long-distance travel is defined as travel over 50 miles from employee duty station. Local travel will not be reimbursed.

The following abbreviations are used in this price schedule:

CAF	Contract Access Fee
CLIN	Contract Line Item Number
CPAF	Cost-Plus-Award-Fee
NSP	Not Separately Priced
NTE	Not-to-Exceed
ODC	Other Direct Cost

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

**B.4.1 BASE PERIOD:**

**MANDATORY CPAF LABOR CLIN**

CLIN	Description	Cost	Award Fee	Total CPAF
0001	Labor (Tasks 1–5)	\$	\$	\$

**COST-REIMBURSEMENT TRAVEL, MATERIALS AND EQUIPMENT, AND ODCs  
CLINs**

CLIN	Description		Total NTE Price
0002	Long-Distance Travel Including Indirect Handling Rate _____%	NTE	\$4,000,000
0003	Materials and Equipment and ODCs Including Indirect Handling Rate _____%	NTE	\$23,000,000

**CAF**

CLIN	Description		Total Ceiling Price
0004	CAF	NTE	Enter amount in accordance with the proposed amount and the OASIS rate

**ACCOUNTING FOR CONTRACTOR MANPOWER REPORTING**

CLIN	Description		Total Price
0005	Accounting for Contractor Manpower Reporting	NSP	NSP

**TOTAL CEILING BASE PERIOD CLINs:** \$ \_\_\_\_\_

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

**B.4.2 FIRST OPTION PERIOD**

**MANDATORY CPAF LABOR CLIN**

<b>CLIN</b>	<b>Description</b>	<b>Cost</b>	<b>Award Fee</b>	<b>Total CPAF</b>
1001	Labor (Tasks 1–5)	\$	\$	\$

**COST-REIMBURSEMENT TRAVEL, MATERIALS AND EQUIPMENT, AND ODCs CLINs**

<b>CLIN</b>	<b>Description</b>		<b>Total NTE Price</b>
1002	Long-Distance Travel Including Indirect Handling Rate _____%	NTE	\$4,000,000
1003	Materials and Equipment and ODCs Including Indirect Handling Rate _____%	NTE	\$23,000,000

**CAF**

<b>CLIN</b>	<b>Description</b>		<b>Total Ceiling Price</b>
1004	CAF	NTE	Enter amount in accordance with the proposed amount and the OASIS rate

**ACCOUNTING FOR CONTRACTOR MANPOWER REPORTING**

<b>CLIN</b>	<b>Description</b>		<b>Total Price</b>
1005	Accounting for Contractor Manpower Reporting	NSP	NSP

**TOTAL CEILING FIRST OPTION PERIOD CLINs:**                      \$ \_\_\_\_\_

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

**B.4.3 SECOND OPTION PERIOD**

**MANDATORY CPAF LABOR CLIN**

<b>CLIN</b>	<b>Description</b>	<b>Cost</b>	<b>Award Fee</b>	<b>Total CPAF</b>
2001	Labor (Tasks 1–5)	\$	\$	\$

**COST-REIMBURSEMENT TRAVEL, MATERIALS AND EQUIPMENT, AND ODCs CLINs**

<b>CLIN</b>	<b>Description</b>		<b>Total NTE Price</b>
2002	Long-Distance Travel Including Indirect Handling Rate _____%	NTE	\$4,000,000
2003	Materials and Equipment and ODCs Including Indirect Handling Rate _____%	NTE	\$23,000,000

**CAF**

<b>CLIN</b>	<b>Description</b>		<b>Total Ceiling Price</b>
2004	CAF	NTE	Enter amount in accordance with the proposed amount and the OASIS rate

**ACCOUNTING FOR CONTRACTOR MANPOWER REPORTING**

<b>CLIN</b>	<b>Description</b>		<b>Total Price</b>
2005	Accounting for Contractor Manpower Reporting	NSP	NSP

**TOTAL CEILING SECOND OPTION PERIOD CLINs:** \$ \_\_\_\_\_

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

**B.4.4 THIRD OPTION PERIOD**

**MANDATORY CPAF LABOR CLIN**

<b>CLIN</b>	<b>Description</b>	<b>Cost</b>	<b>Award Fee</b>	<b>Total CPAF</b>
3001	Labor (Tasks 1–5)	\$	\$	\$

**COST-REIMBURSEMENT TRAVEL, MATERIALS AND EQUIPMENT, AND ODCs CLINs**

<b>CLIN</b>	<b>Description</b>		<b>Total NTE Price</b>
3002	Long-Distance Travel Including Indirect Handling Rate _____%	NTE	\$4,000,000
3003	Materials and Equipment and ODCs Including Indirect Handling Rate _____%	NTE	\$23,000,000

**CAF**

<b>CLIN</b>	<b>Description</b>		<b>Total Ceiling Price</b>
3004	CAF	NTE	Enter amount in accordance with the proposed amount and the OASIS rate

**ACCOUNTING FOR CONTRACTOR MANPOWER REPORTING**

<b>CLIN</b>	<b>Description</b>		<b>Total Price</b>
3005	Accounting for Contractor Manpower Reporting	NSP	NSP

**TOTAL CEILING THIRD OPTION PERIOD CLINs:**                      \$ \_\_\_\_\_

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

**B.4.5 FOURTH OPTION PERIOD**

**MANDATORY CPAF LABOR CLIN**

CLIN	Description	Cost	Award Fee	Total CPAF
4001	Labor (Tasks 1–5)	\$	\$	\$

**COST-REIMBURSEMENT TRAVEL, MATERIALS AND EQUIPMENT, AND ODCs CLINs**

CLIN	Description		Total NTE Price
4002	Long-Distance Travel Including Indirect Handling Rate _____%	NTE	\$4,000,000
4003	Materials and Equipment and ODCs Including Indirect Handling Rate _____%	NTE	\$23,000,000

**CAF**

CLIN	Description		Total Ceiling Price
4004	CAF	NTE	Enter amount in accordance with the proposed amount and the OASIS rate

**ACCOUNTING FOR CONTRACTOR MANPOWER REPORTING**

CLIN	Description		Total Price
4005	Accounting for Contractor Manpower Reporting	NSP	NSP

**TOTAL CEILING FOURTH OPTION PERIOD CLINs:** \$ \_\_\_\_\_

**GRAND TOTAL ALL CLINs:** \$ \_\_\_\_\_

## **B.5 SECTION B TABLES**

### **B.5.1 LABOR OUTSIDE THE CONTINENTAL UNITED STATES (OCONUS)**

OCONUS is defined as other than the 48 contiguous states plus the District of Columbia (D.C.). The United States (U.S.) Department of State's (DoS) Bureau of Administration, Office of Allowances, publishes report indexes of living costs abroad, per-diem rate maximums, quarter's allowances, hardship differentials, and danger pay allowances. The Department of State Standardized Regulations (DSSR) is the controlling regulation for allowances and benefits available to all U.S. Government civilians assigned to foreign areas.

Contractor personnel assigned to foreign areas may receive the allowances and benefits detailed in Section H, but shall not receive allowance and benefits in excess of those identified in the DSSR.

Where costs are not specifically addressed in the DSSR, the Government will reimburse the contractor for all reasonable, allowable, and allocable costs in accordance with Federal Acquisition Regulation (FAR) 31, Contract Cost Principles and Procedures, and other applicable agency-specific regulatory supplements. The Federal Systems Integration and Management Center (FEDSIM) Contracting Officer (CO) and FEDSIM Contracting Officer's Representative (COR) will determine if costs are reasonable, allowable, and allocable.

### **B.5.2 INDIRECT/MATERIAL HANDLING RATE**

Materials and Equipment, ODCs, and Long-Distance Travel costs incurred may be burdened with the contractor's indirect/material handling rate in accordance with the contractor's disclosed practices, provided that the basic contract does not prohibit the application of indirect rate(s) on these costs.

- a. If no indirect/material handling rate is allowable in accordance with the contractor's disclosed practices, no indirect/material handling rate shall be applied to or reimbursed on these costs.
- b. If no rate is specified in the schedule of prices above, no indirect rate shall be applied to or reimbursed on these costs.

The indirect handling rate over the term of the TO shall not exceed the rate specified in the schedule of prices above.

### **B.5.3 DIRECT LABOR RATES**

Labor categories proposed shall be mapped to existing OASIS labor categories. Specialized or rare labor categories, including Ancillary Service Labor Categories, not explicitly defined in any labor category description in Section J.1, Attachment (1) of OASIS Unrestricted Pool 3 Master contract (**Section J, Attachment W**), must be approved by the FEDSIM CO (Section B.2.1, OASIS Unrestricted Pool 3 Master contract).

### **B.5.4 ACCOUNTING FOR CONTRACTOR MANPOWER REPORTING**

The costs to be reported under CLIN X005 are those associated with the reporting requirements specified in Section C.5.1.1 and relate to this TO only.

Task Order Request 47QFCA20R0022

## SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

### **B.6 INCREMENTAL FUNDING**

#### **B.6.1 INCREMENTAL FUNDING LIMITATION OF GOVERNMENT'S OBLIGATION**

Incremental funding in the amount of \$XXX,XXX,XXX for CLINs \_\_\*\_\_ through \_\_\*\_\_ is currently allotted and available for payment by the Government. Additional incremental funding for these CLINs may be allotted and available for payment by the Government as the funds become available. The estimated Period of Performance (PoP) covered by the allotments for the mandatory CLINs is from award through \_\_\_\_\_, unless otherwise noted in Section B. The TO may be modified to add funds incrementally up to the maximum of \$\*\*\*,\*\*\*,\*\*\* over the performance period of this TO. These allotments constitute the estimated cost for the purpose of FAR Clause 52.232-22, Limitation of Funds, which applies to this TO on a CLIN-by-CLIN basis.

#### **Incremental Funding Chart for CPAF**

See **Section J, Attachment C** – Incremental Funding Chart (Excel Spreadsheet).

### **B.7 AWARD FEE RESULTS REPORTING TABLE**

The Award Fee Determination Plan (AFDP) establishes award fee. See **Section J, Attachment I** – Award Fee Determination Plan (Word document).

### **B.8 NON-SEVERABLE PROJECT CLINs**

If a Technical Direction Letter (TDL) has been determined by the Government to be non-severable, the Government will modify the TO in order to create discrete sub-CLINs and associate them with the non-severable TDL. Each non-severable TDL identified will have its own sub-CLINs, and the total ceiling of the sub-CLINs will not exceed the ceiling value of the parent CLINs (e.g., 0001, 0002). Non-severable TDL sub-CLINs will be fully funded at time of obligation and cannot be incrementally funded.

## **C.1 BACKGROUND AND AGENCY MISSION**

The mission of the DoD is to fight and win our Nation's wars by providing prompt, sustained dominance across the full range of military operations and spectrum of conflict in support of combatant commanders. To ensure DoD maintains this dominance on the battlefield, the Team Awareness Kit (TAK) was designed in 2010 and developed based on user input and the availability of open source operating systems as a standard Common Operating Picture (COP). TAK is a line of Map-Based, Situational Awareness (SA) Software Applications across multiple platforms, including, but not limited to, Android, iOS, Windows, Linux and HTML, that provides tactical SA capabilities for military and Federal Government operations. This technology has been used and refined in real-world combat zones by special operations forces and warfighters over the past several years and has been adapted to fit broader missions of local, state, and Federal agencies.

Since 2014, various versions of the TAK technologies have been proliferating through DoD and Department of Homeland Security (DHS) forces. Upon realizing that the TAK systems and devices were unable to communicate across organizations, DoD stood up a coordination process that would standardize, control, and distribute TAK with the purpose of promoting common SA and coordination in joint and interagency exercises and operations. As a result, TAK configuration is presently managed as a collaborative program through the Government coordination entity, the TAK Product Center. The TAK Government user agencies have since quadrupled in size, and the TAK has become the predominant COP for tactical users throughout DoD and the Federal Government.

Despite the success of the standardization and rapid proliferation of TAK, development and proliferation are currently hampered as organizations throughout the DoD and Federal Government do not possess a single method to develop and integrate TAK products. As organizations need specific tool sets within TAK, each TAK development has been supported via disparate contracts on an incremental basis. While this facilitated targeted solutions for each agency's mission need, it burdened the TAK Product Center to maintain TAK integrity without adequate systems engineering support. The TAK program requires an all-inclusive contracting method that is centralized and allows for rapid innovation, development, and integration as new technologies and requirements emerge. Thus, it is determined that single Enterprise TAK (ETAK) support via the MACRO TO is warranted on behalf of the Government TAK operators in order to rapidly develop ETAK to suit emergent requirements, while efficiently and effectively managing the enterprise program.

### **C.1.1 PURPOSE**

The purpose of this TO is to integrate SA technologies and capabilities throughout the DoD and Federal agencies to more efficiently perform their mission critical duties, which will not only allow for efficiencies across the ETAK, but will also ensure that all ETAK technologies are interoperable, innovative solutions are shared across the ETAK, and a common framework is executed to solve the technical and management challenges of ETAK.

## **C.2 OBJECTIVE**

The overall objective of this TO is to provide agile, innovative, and cost-effective services to meet the demands associated with the ETAK and ETAK SA technologies. The TO shall provide

## SECTION C – DESCRIPTION / SPECIFICATIONS / STATEMENT OF WORK

enterprise solutions to enhance ETAK technologies and capabilities, ensure ETAK technologies are interoperable, share innovative solutions across the ETAK, and execute a common framework to solve the technical and management challenges of ETAK.

The high-level objectives of this TO are as follows:

- a. Provide support services to solve the technical and management challenges of ETAK and enable robust collaboration and interoperability through a variety of communications networks between personnel, vehicles, peripheral devices, and other mission critical systems across the Government.
- b. Provide new capabilities and solutions for existing and future operational end-user mission requirements.
- c. Provide rapid capability with global reach to concurrently support and manage multiple diverse efforts in various Continental United States (CONUS) and OCONUS locations.

### **C.3 SCOPE**

The scope of the TO is to acquire comprehensive, systems engineering services to develop, assess, enhance, and integrate related software and hardware technologies for the ETAK. The MACRO TO will support advancement and sustainment of future functionality and capabilities of the ETAK to expand across DoD and the Federal Government. This will be achieved through providing products and services, including Program Management; Analytical and Execution Planning (AEP) Services; Engineering, Development, Integration, and Sustainment (EDIS) Services; Assessment, Experimentation, and Demonstration (AED) Services; and Training Support in various CONUS and OCONUS locations at Government and contractor facilities. The ETAK stakeholders include, but are not limited to, DoD, DHS, and Department of Justice (DoJ).

Purchasing weapons systems is not within scope of this TO. Using weapons systems, other than as it relates to the analytical and technical support described in Section C, is not within scope of this TO.

### **C.4 CURRENT OPERATING ENVIRONMENT**

The TAK currently supports, integrates, and sustains a variety of SA technologies, including manned and unmanned platforms, sensor networks, communications networks, intelligence systems, and various displays in the integrated U.S. warfighting environment as well as plug-ins from the Federal Government. The TAK supports both military and non-military missions and is used based on tactical information feeds, various analytics, and visualizations. With multiple operating platforms (i.e., Android, iOS, Windows, Linux, and HTML) and applicability to various mission uses, the user base of the TAK expands into the thousands. As technology advances and new threats emerge, TAK capabilities need to enhance to keep pace with these changes. The DoD is currently focused on maintaining and enhancing the existing capabilities of the TAK, and expanding upon individual SA technologies and capabilities.

The MACRO TO will expand and integrate these individual SA technologies and capabilities (i.e., the Individual TAK (ITAK), Counter Unmanned Aircraft Systems (CUAS), Nett Warrior Program, Integrated Visual Augmentation System (IVAS), Delta-I (military heads-up display development)) with the ETAK to enable the end users. The existing disparate command structures will be addressed and improved through coordinated distribution and sharing of information and systems through the MACRO TO.

## **C.5 TASKS**

The following tasks are in support of this TO and are detailed below.

- a. Task 1 – Program Management Support
- b. Task 2 – Analytical and Execution Planning (AEP) Services
- c. Task 3 – Engineering, Development, Integration, Sustainment (EDIS) Services
- d. Task 4 – Assessment, Experimentation, and Demonstration (AED) Services
- e. Task 5 – Training Support

### **C.5.1 TASK 1 – PROGRAM MANAGEMENT SUPPORT**

The contractor shall provide program management support under this TO. This includes the management and oversight of all activities performed by contractor personnel, including subcontractors, to satisfy the requirements identified in this Performance Work Statements (PWS). The contractor shall facilitate Government and contractor communications; use industry best-standards and proven methodologies to track and document TO requirements and activities to allow for continuous monitoring and evaluation by the Government; and, ensure all support and requirements performed are accomplished in accordance with the TO. The contractor shall notify the FEDSIM COR and DoD Technical Point of Contact (TPOC) via a Problem Notification Report (PNR) (**Section J, Attachment D**) of any technical, financial, personnel, or general managerial problems encountered throughout the TO PoP.

The contractor's TO governance structure shall be scalable to effectively support a multi-tenant environment, which is defined as multiple Government entities with the need to separately track project management and contract elements such as requirements, deliverables, costs, and ceiling value. The contractor shall use a Work Breakdown Structure (WBS), a component of the Project Management Plan (PMP), during the performance of the task. During the life of the TO, the Government will require varying levels of support on behalf of the organizations listed in Section C.

#### **C.5.1.1 SUBTASK 1 – CONTRACTOR MANPOWER REPORTING**

The contractor shall report all contractor labor hours (including subcontractor labor hours) required for execution of services provided under this TO for the U.S. Army in the Enterprise Contractor Manpower Reporting Application (ECMRA) (**Section F, Deliverable 01**). The contractor shall completely fill in all required data fields using the following web address: <https://www.ecmra.mil/Default.aspx>. Contractors may use Extensible Markup Language (XML) data transfer to the database server or fill in the fields on the website. While inputs may be reported any time during the Fiscal Year (FY), all data shall be reported no later than October 31 of each calendar year, beginning with 2018. <https://armycmra.dmdc.osd.mil/>.

#### **C.5.1.2 SUBTASK 2 – COORDINATE A PROGRAM KICK-OFF MEETING WITH THE GOVERNMENT**

The contractor shall coordinate a Program Kick-Off Meeting (**Section F, Deliverable 02**) in conjunction with the Government at a location approved by the Government. The meeting shall provide an introduction between the contractor personnel and Government personnel who shall be involved with the TO. The meeting will provide the opportunity to discuss technical, management, and security issues, and travel authorization and reporting procedures. At a Task Order Request 47QFCA20R0022

PAGE C-3

## SECTION C – DESCRIPTION / SPECIFICATIONS / STATEMENT OF WORK

minimum, the attendees shall include the contractor's Key Personnel, the DoD TPOC, the FEDSIM COR, the FEDSIM CO, and all other Government stakeholders. At least three workdays prior to the Program Kick-Off Meeting, the contractor shall provide a draft Program Kick-Off Meeting Agenda (**Section F, Deliverable 03**) for review and approval by the FEDSIM CO, the FEDSIM COR, and the DoD TPOC prior to finalizing. The agenda shall include, at a minimum, the following topics/deliverables:

- a. Points of contact (POCs) for all parties
- b. Draft Program Management Plan (PMP) discussion including schedule, tasks, etc.
- c. Draft Financial Reporting Format for Weekly Activity Reports.
- d. Personnel discussion (i.e., roles and responsibilities and lines of communication between contractor and Government).
- e. Project Staffing Plan and status.
- f. TO Portal strategy/solution.
- g. Status of Theater Business Clearance (TBC), Letters of Authorization (LOA), and Government-Furnished Life Support Validation (GFLSV).
- h. Security discussion and requirements (i.e., building access, badges, Common Access Cards (CACs)).
- i. TO administration and invoicing considerations (i.e., TDL process).
- j. Transition activities and status.
- k. TO and Special Requirements.

The deliverables required to be provided to the Government at the Program Kick-Off Meeting are listed in **Section F**.

The Government will provide the contractor with the number of Government participants for the Kick-Off Meeting, and the contractor shall provide sufficient copies of the presentation for all present. The contractor shall draft and provide a Kick-Off Meeting Minutes Report (**Section F, Deliverable 04**) documenting the Kick-Off Meeting discussion and capturing any action items.

### **C.5.1.3 SUBTASK 3 – PREPARE A PROGRAM MANAGEMENT PLAN (PMP)**

The contractor shall prepare and deliver a draft and a final PMP that is based on the contractor's solution. The contractor shall utilize the PMP as the foundation for information and resource management planning. At a minimum, the PMP shall:

- a. Describe the proposed management approach and contractor organizational structure.
- b. Describe in detail the contractor's approach to risk management under this TO and approach to communications including processes, procedures, and other rules of engagement between the contractor and the Government.
- c. Describe in detail the contractor's quality control methodology for accomplishing TO performance expectations and objectives. This includes how the contractor's processes and procedures will be tailored and integrated with the Government's requirements to ensure high-quality performance.
- d. Contain detailed Standard Operating Procedures (SOPs) for all tasks.
- e. Describe management process for TDLs.

## SECTION C – DESCRIPTION / SPECIFICATIONS / STATEMENT OF WORK

- f. Include a staffing matrix (including all subcontractor personnel) assigned to the TO and include, at a minimum, their position, client(s) supported, and duty station/assigned place of performance.
- g. Include the contractor's general operating procedures for:
  - 1. Travel
  - 2. Work hours
  - 3. Leave
  - 4. Staff training policies
  - 5. Problem or issue resolution

The contractor shall provide the Government with a draft PMP (**Section F, Deliverable 05**) on which the Government will make comments. The final PMP (**Section F, Deliverable 05**) shall incorporate the Government's comments. The PMP shall be updated as changes in the program occur (**Section F, Deliverable 05**). The PMP shall be reviewed and updated as needed on a bi-annual basis, at a minimum, and the contractor shall conform to the latest Government-approved version of the PMP. The contractor shall keep the PMP electronically accessible to the Government at all times.

### **C.5.1.4 SUBTASK 4 – PREPARE A MONTHLY STATUS REPORT (MSR)**

The contractor shall develop and provide an MSR using Microsoft (MS) Office Suite applications, via electronic mail (email) to the FEDSIM COR and the DoD TPOC (**Section F, Deliverable 06**) in accordance with **Section J, Attachment F**. The MSR shall summarize by TDL the technical and managerial work performed by the contractor during the previous month, and shall also, at a minimum, include the following:

- a. Problems and corrective actions taken. Also include issues or concerns and proposed resolutions to address them.
- b. Personnel gains, losses, and status (upcoming leave, security clearances, etc.)
- c. Government actions required
- d. Schedule (show major tasks, milestones, and deliverables; planned and actual start and completion dates for each)
- e. Summary of trips taken, conferences attended, etc. (attach Trip Reports (**Section J, Attachment G**) to the MSR for reporting period)
- f. Financial status including:
  - 1. Actual TO burn through the previous month and projected cost of each CLIN and approved TDL, by task area, for the current month
  - 2. Up-to-date spend plan including baseline, actuals, and forecast
  - 3. Cumulative invoiced amounts for each CLIN and TDL to-date
  - 4. ODCs CLIN tracking report showing pending commercial purchases, approved commercial purchases, costs, locations, and due dates
- g. Any recommendations for change, modifications, or improvements in tasks or process
- h. Any changes to the PMP
- i. Site Status Report including monthly pros and cons of issues impacting site personnel, performance, etc.

## SECTION C – DESCRIPTION / SPECIFICATIONS / STATEMENT OF WORK

- j. Contractor work initiatives, cost-reductions, efficiencies, savings, and good news stories. Present significant events, accomplishments, new undertakings, efficiencies, design, and process improvements undertaken during the reporting period. Include follow-up reports on prior initiatives and good news stories
- k. Monthly performance to TDL Metrics by each TDL task
- l. Government-Furnished Property (GFP) Inventory report

### **C.5.1.5 SUBTASK 5 – CONVENE QUARTERLY IN-PROCESS REVIEWS (IPRs)**

The contractor PM shall convene a quarterly IPR meeting with, at a minimum, the DoD TPOC, FEDSIM COR, and other vital Government stakeholders (**Section F, Deliverable 07**). The purpose of this meeting is to ensure that the Government has all the required information to make decisions, manage stakeholders, and coordinate activities. The contractor shall provide minutes of these meetings, including attendance, issues discussed, decisions made, and action items assigned, to the DoD TPOC and the FEDSIM COR (**Section F, Deliverable 08**).

### **C.5.1.6 SUBTASK 6 – WEEKLY ACTIVITY REPORTS**

The contractor shall prepare a Weekly Activity Report (**Section F, Deliverable 09**) for the Government's selected TDLs to include at minimum, the following information:

Summary: A brief statement of the overall TDL task status, modifications to TDLs, and any changes to the TDL since the last report.

The report shall include all contractor employees on the TO (employees of the Prime, all subcontractors, and all vendors) who charge labor to the TO, at all locations, worldwide.

The report shall be broken out by TDL, to account for different length standard work week; the as-of-date is the final day of each contractor pay period.

### **C.5.1.7 SUBTASK 7 – TRIP REPORTS AND DEPLOYMENT COORDINATION**

The contractor shall document all long-distance travel in a Trip report (**Section J, Attachment G**) (**Section F, Deliverable 10**) including the name of the employee, Government approval authority, location of travel, duration of trip, total cost of the trip, and POCs at the travel location. Trip reports shall also contain, at a minimum, a detailed description of the purpose of the trip and any knowledge gained.

The contractor shall be responsible for understanding and fully complying with DoD, Army, and Theater directives for all deployed personnel. The contractor shall coordinate all activities with the local Combatant Commander to ensure all contractor deployments are executed on schedule and in accordance with all required directives. This support shall include direct assistance with all actions required to deploy contractor personnel to deployable operational areas. The contractor shall stay abreast of all deployment requirements. The contractor shall coordinate and complete all related activities for the contractor personnel deployment to OCONUS locations, such as working in the Synchronized Pre-Deployment and Operational Tracker (SPOT) System and the Aircraft and Personnel Automated Clearance System (APACS) as well as creating LOAs.

#### **C.5.1.8 SUBTASK 8 – PERSONNEL TRACKING AND REPORTING**

The contractor shall track all personnel supporting the TO via the Personnel Status Report (PERSTAT) (**Section F, Deliverable 11**). The Government will specify the information to be included in the PERSTAT post-award at the Program Kick-Off Meeting.

For the PERSTAT, the contractor shall assist the DoD TPOC in maintaining the Government's PERSTAT and other management tools for tracking the contractor's availability against specific mission requirements. For personnel supporting U.S. Armed Forces, the contractor shall track and report on all applicable contractor personnel in the Central Command Area of Responsibility (AOR) via the PERSTAT as soon as those individuals have been scheduled to attend CONUS Replacement Center (CRC) for OCONUS deployment location.

#### **C.5.1.9 SUBTASK 9 – TECHNICAL DIRECTION LETTER(S) AND TECHNICAL DIRECTION PLAN(S)**

The contractor's TO governance structure shall be scalable to effectively support a multi-tenant environment, which is defined as multiple Government entities with the need to separately track project management and contract elements such as requirements, deliverables, costs, and ceiling value. The contractor shall use a WBS, a component of the PMP, during the performance of Task 1. During the life of the TO, the Government will require varying levels of support on behalf of the DoD and Federal Agencies. The Government anticipates that this will be a project-based TO with multiple projects concurrently operating across DoD and Federal Agencies. TDLs will be initiated at varying times within a PoP, consisting of various appropriation types (e.g., one-year, two-year, or no-year), depending on the bona fide need. These efforts may be severable or non-severable. The FEDSIM COR will communicate all requests for project support to the contractor. For each FEDSIM COR identified project, the Government will provide an initial draft TDL to the contractor and the contractor shall draft its Technical Direction Plan (**Section F, Deliverable 12**) for the Government review and approval in an editable, unlocked Word document and provide project management services. At a minimum, each updated draft Technical Direction Plan (TDP) shall include the following information:

- a. Summary of the Government's requirement(s) which includes, at a minimum, the project specifications, structure, activities, conditions, risks, mitigations, and schedule from project inception through project closeout. All project milestones shall be detailed with clear, unambiguous target dates.
- b. TDL Number and date
- c. Project staffing and resource profile by task
- d. Travel and security considerations
- e. Communication and roles and responsibilities framework to ensure both the contractor and the Government are able to efficiently and effectively monitor progress and receive early warning of potential issues
- f. Government's determination and contractor's validation if the work is being performed under another contract. If yes, then the POC contact information and contract number must be provided.
- g. Detailed project cost estimate separated by CLIN and task. These cost estimates may not be exceeded without another CO-approved TDL
- h. TDL Transition-In and Transition-Out procedures

## SECTION C – DESCRIPTION / SPECIFICATIONS / STATEMENT OF WORK

Once the draft TDP has been initially approved by the FEDSIM COR and FEDSIM CO, the contractor shall schedule and coordinate a TDP Project Kick-Off Meeting (**Section F, Deliverable 13**) at a location approved by the Government. TDP Project Kick-Off Meetings may be held virtually pending approval from the FEDSIM COR. The meeting will provide an introduction between the contractor personnel and Government personnel who will be involved with the project. The meeting will provide the Government and the contractor with an opportunity to discuss technical, management, and security issues as well as other TDL processes and procedures. At a minimum, the attendees shall include the contractor PM, relevant Government representatives, the DoD TPOC, and the FEDSIM COR. Prior to the TDP Project Kick-Off Meeting, the contractor shall provide a TDP Project Kick-Off Meeting Agenda (**Section F, Deliverable 14**) for review and approval by the FEDSIM COR and the DoD TPOC prior to finalizing. The TDP Project Kick-Off Meeting Agenda shall include, at a minimum, the following topics:

- a. Introduction of team members and personnel including roles, responsibilities, and lines of communication between the contractor and the Government.
- b. TDL review.
- c. Cost estimate discussion.
- d. Staffing discussion and status.

The contractor shall draft and provide TDP Project Kick-Off Meeting Minutes (**Section F, Deliverable 15**), documenting the TDP Project Kick-Off Meeting discussion and capturing any action items.

Following the TDP Project Kick-Off Meeting, the contractor shall provide the Final TDP (**Section F, Deliverable 16**) to the FEDSIM COR and FEDSIM CO for review and approval in accordance with Section E. The Final TDP shall be delivered in an editable, unlocked Word document. The TDP is an evolutionary document that shall be updated each Option Period at a minimum or as changes occur. The contractor shall work from the latest Government-approved version of the TDP.

### **C.5.1.10 SUBTASK 10 – DEVELOP AND MAINTAIN A TO PORTAL**

The contractor shall develop and maintain a TO portal that both Government-approved contractor personnel and Government personnel can access worldwide via unique user ID and password. The TO portal shall not be CAC enabled and shall be a cloud-based solution available to users with a .mil and a .gov account. The contractor shall provide the DoD TPOC and the FEDSIM COR with a recommended portal strategy or solution (**Section F, Deliverable 17**) at the Program Kick-Off Meeting; once the FEDSIM COR has provided the contractor with authority to proceed, the contractor shall proceed with developing and implementing the approved solution in a timely and efficient manner.

The objective of the TO portal is to introduce efficiencies and ensure coordinated service delivery worldwide. At a minimum, the TO portal shall serve as a repository for all TDLs and TO deliverables, and it shall also possess a workflow process that automates the contractor's submission of Rough Order of Magnitudes (ROMs), Requests to Initiate Purchases (RIPs), and Travel Authorization Requests (TARs). This workflow process shall also allow the FEDSIM COR, TPOC and other Government personnel to provide digital concurrence and approval for ROMs, RIPs, and TARs.

## SECTION C – DESCRIPTION / SPECIFICATIONS / STATEMENT OF WORK

At a minimum, the portal shall provide the following:

- a. Secure logical access controls with role-based views (e.g. COR, TPOC, tenant).
- b. A dashboard that identifies each TDL being supported and includes the following:
  1. TDL ID
  2. Client Name
  3. TDL Name
  4. Abbreviated work description
  5. Customer POC information
  6. Contractor POC information
  7. TDL start date
  8. TDL end date
  9. Allocated budget by CLIN
  10. Funded amount by CLIN
  11. Incurred cost amount by CLIN
  12. Invoiced amount by CLIN
  13. Burn Rate by CLIN
- c. An automated workflow for Government review/approval of RIPs and TARs, inclusive of the DoD TPOC and FEDSIM COR.
- d. The ability to view financial information to allow the Government to track each effort's financial health. The Government will establish the level of granularity needed at the onset of an effort (e.g., TDL, funding document, or line of accounting level).
- e. An organized document library to store management related deliverables (e.g., MSRs, PMP, etc.).

The portal shall be operational within 30 workdays of receipt of the Government's approval on the portal strategy or solution (**Section F, Deliverable 18**). The portal capabilities are expected to evolve and adapt to meet the mission needs of the Government.

### **C.5.1.11 SUBTASK 11 - TRANSITION-IN**

The contractor shall implement its Transition-In Plan no later than 15 workdays after award. During the Transition-In, the contractor shall ensure that there will be minimum service disruption to vital Government business and no service degradation during and after transition. All transition activities shall be completed 60 calendar days after Project Start (PS). The contractor shall provide a Transition-In Plan (**Section F, Deliverable 19**) at the Program Kick-Off Meeting based on the contractor's proposed plan.

As a part of transition-in, the contractor shall also coordinate with the outgoing contractors and the Government to ensure all Government property is transferred to the incoming contractor. The contractor shall provide an updated Transition-In Plan (**Section F, Deliverable 19**), based on the Transition-In Plan submitted with its proposal, to be approved by the Government.

### **C.5.1.12 SUBTASK 12 - TRANSITION-OUT**

The Transition-Out Plan shall facilitate the 90-day accomplishment of a seamless transition from the incumbent to an incoming contractor/Government personnel at the expiration of the TO. The

contractor shall provide a draft Transition-Out Plan (**Section F, Deliverable 20**) no later than 120 calendar days prior to expiration of the TO Base Period. The final Transition-Out Plan (**Section F, Deliverable 21**) shall incorporate the Government's comments. The contractor shall review and update the Government-approved Transition-Out Plan on an annual basis, at a minimum, and the contractor shall review and update the Transition-Out Plan quarterly during the final Option Period (**Section F, Deliverable 21**). The contractor shall identify how it will coordinate with the incoming contractor and/or Government personnel to transfer knowledge regarding the following:

- a. Project management processes
- b. Points of contact (POCs)
- c. Location of technical and project management documentation
- d. Status of ongoing technical initiatives
- e. Appropriate contractor-to-contractor coordination to ensure a seamless transition
- f. Transition of Key Personnel roles and responsibilities
- g. Schedules and milestones
- h. Actions required of the Government

The contractor shall also establish and maintain effective communication with the incoming contractor/Government personnel for the period of the transition via weekly status meetings.

## **C.5.2 TASK 2 – ANALYTICAL AND EXECUTION PLANNING (AEP) SERVICES**

The contractor shall provide AEP expertise for the Government to identify and review new capabilities and counter emerging threats. The contractor shall conduct analysis; devise and recommend potential solutions for the Government's review; conduct Cost Benefit Analysis; and schedules for prototyping, integration, demonstration, and assessment to upgrade, enhance, or develop ETAK technologies and capabilities. The contractor shall provide other AEP support for existing and future ETAK capabilities.

### **C.5.2.1 SUBTASK 1 – ANALYTICAL SERVICES**

The contractor shall conduct research, threat analysis, and feasibility studies to provide recommendations for potential technology and capability solutions. The contractor shall document findings and results in the Analysis Report (**Section F, Deliverable 22**) upon completing the activities that include the following:

- a. Analyze current Tactics, Techniques, and Procedures (TTPs) employed by U.S. warfighters and OGA personnel as they relate to ETAK.
- b. Analyze ETAK product performance, operational capabilities, effectiveness, and associated enterprise support needs, identifying opportunities to upgrade or modify related systems or products to enhance operational support and capabilities.
- c. Conduct market analysis and assess potential applications of emerging technologies to alleviate noted deficiencies or weaknesses, enhance performance of existing ETAK products, or provide the needed functionality required in response to new and emerging operational missions and threats. The contractor shall support activities including the following:
  - 1. Provide support, including development of systematic situation analyses, trade-off

- analyses, problem analyses, decision analyses, risk analyses, tactics analyses, mission analyses, and strategy analyses associated with systems engineering and integration.
2. Provide human systems integration analysis and assess design solutions for ETAK systems.
  3. Conduct research and analysis in support of the development of IT-based ETAK systems, subsystems, associated equipment, and programs.
  4. Assist the Government with the effectiveness evaluation of Commercial-Off-The-Shelf (COTS), Government-Off-The-Shelf (GOTS), and other developmental hardware and software in the industry.
  5. Identify, exploit, and manipulate existing and emerging technologies.
- d. Conduct data analysis and provide technical recommendations for the enhancement of strategic concept development.
  - e. Analyze operational support requirements to identify the insertion of technical updates to improve reliability and maintainability, lower costs, and/or add performance enhancements.
  - f. Analyze strategic support requirements and identify areas where ETAK, in its existing or enhanced form, can offer improved services.
  - g. Take high-impact initiatives to identify and incorporate new or evolving SA technologies from OGAs or the industry; craft strategies for the Government's review; and facilitate internal and external communication and outreach efforts.
  - h. Attend conferences and meetings with Government personnel to discuss and exchange technical, engineering, and programmatic information related to ETAK products. Provide meeting/conference minutes and proposed responses to action items (**Section F, Deliverable 23**).

#### **C.5.2.2 SUBTASK 2 – EXECUTION PLANNING SERVICES**

The contractor shall develop and recommend technology enhancement solutions of existing ETAK capabilities needed for air, ground, and maritime requirements for the Government's review and consideration in the Execution Plan (**Section F, Deliverable 24**). The contractor shall focus on developing an approach that accommodates the wide variety of ETAK missions and uses in response to ETAK user agencies' identified and emerging requirements while providing operational security, threat exploitation protection, and robust user interface as well as maintaining open systems architecture. The contractor shall develop an innovative and feasible approach and recommend enhancement solutions that can incrementally incorporate capabilities as new requirements emerge. The contractor shall employ system engineering, software and hardware engineering, system integration, experimentation and vulnerability assessments, and human systems integration in all developmental efforts. The contractor's Execution Plan shall:

- a. Allow the Government to assess various courses of action including prototyping, integration, demonstration, and assessment for the recommended solution.
- b. Include ETAK technologies Concept of Operations (CONOPS), which shall address specific requirements, specifications, GFP, Contractor-Furnished Equipment (CFE), COTS and GOTS software, and locally fabricated integration components. The contractor shall provide an analysis of all CONOPS and recommendations of the most viable

concepts.

- c. Include Cost Benefit Analysis as well as schedule data for prototyping, integration, demonstration, and assessment to upgrade, enhance, or develop ETAK technologies and capabilities.
- d. For the Government's approved CONOPS, the contractor shall demonstrate and evaluate the technologies proposed and provide expert level analysis and assessment of ETAK command and control systems and other emerging technical efforts. The contractor shall develop SOPs and processes associated with system operations and mission areas leveraging knowledge management and best practices. The contractor shall develop technical performance and evaluation plans to support rapid insertion of the capabilities into an operational environment.
- e. Identify documentation requirements and risks specifically related to intellectual property rights for ETAK engineering and development tasks or projects as well as mitigation strategies that can be employed through various courses of action. The contractor shall identify optimal formats and contents of these findings and recommendations in the Execution Plan and request the Government's approval in advance.

### **C.5.3 TASK 3 – ENGINEERING, DEVELOPMENT, INTEGRATION, AND SUSTAINMENT (EDIS) SERVICES**

The contractor shall provide EDIS services for the Government's approved ETAK solutions upon review of the Analysis Report, Execution Plan, and other sources of input and consideration.

#### **C.5.3.1 SUBTASK 1 - ENGINEERING SERVICES**

The contractor shall provide engineering support associated with ETAK technologies and capabilities. Engineering support shall be provided in the following engineering domains including software, electrical, mechanical, biomedical, chemical, geospatial, environmental, nuclear, avionics, aerospace, network, Information Assurance (IA), and architectural engineering as required to support technologies and capabilities that are and will be integrated with ETAK.

The contractor shall support activities that include the following:

- a. Conducting technical and systems engineering activities to prepare engineering packages including drawings and related artifacts to support production of the approved solution. The contractor shall recommend the specific composition of the engineering drawing package based on scope and complexity of the solution and the specific needs of the tenant agency. The contractor shall communicate and collaborate with the DoD TPOC and other Government representatives throughout this process; prepare for and participate in discussions, technical interchange meetings, configuration control boards, and other forums at various stages to review progress; and participate in a comprehensive review of the completed package.
- b. Developing and executing Configuration Management (CM) Plans (**Section F, Deliverable 25**) for all configuration items. The collection and dissemination systems process will be managed under the total CM process throughout the life of the system. The contractor shall prepare and/or evaluate Engineering Change Proposals (ECPs) to ensure proper deployment of changes.

- c. Developing detailed designs of ETAK systems and subsystems in Systems Design Documents (**Section F, Deliverable 26**) in coordination with the Government. The designs shall include unique systems, subsystems, and components associated with ETAK including COP; SA; Intelligence, Surveillance, Reconnaissance, Reconnaissance (ISR); Force Protection (including Counter Unmanned Aerial Systems); system integration (all mobility platforms); Electronic Warfare (EW); space and terrestrial communications; and related sensors and networks.
- d. Producing Technical Data Package (TDP) reviews including drawing package audits, associated reports, technical summaries, technical service bulletins, and other open actions such as the Commercial Item Evaluation (**Section F, Deliverable 27**).
- e. Reviewing drawing packages, performing configuration audits, and preparing the Configuration Audit Reports (**Section F, Deliverable 28**).

#### **C.5.3.2 SUBTASK 2 - DEVELOPMENT SERVICES**

The contractor shall configure and tailor existing software and hardware and develop new or modified software and hardware to meet the needs of new or modified ETAK technologies. The configuration and programming activities will be determined by the specific software/hardware solutions and the required functionality. The contractor shall identify and document the detailed functional and performance requirements and the system, subsystem, and module specifications as applicable. This may include data inputs and sources, user interface formats or display layouts, processing requirements, data flow and storage requirements, data outputs and destinations, network architecture requirements and components, proposed programming language(s), and network and information security. The contractor shall support activities that include:

- a. Software Development
  - 1. Apply an agile approach to software development.
  - 2. Develop software products and associated interfaces using commercially accepted practices, and in accordance with the configuration standards defined in the Security Technical Implementation Guides (STIGs) located at <https://public.cyber.mil/stigs/>.
  - 3. The Government's releasable deliverables shall include all certifications and attributes necessary for installation on Government computers and networks. These may include:
    - i. Code verification.
    - ii. Verification of compliance with industry and Government standards.
    - iii. Developmental testing.
    - iv. Code rework.
    - v. Release for operational testing by customer.
    - vi. Code finalization and release.
  - 4. The contractor shall deliver Software Documentation Packages (**Section F, Deliverable 29**) in conjunction with executable capability packages. Documentation packages shall include, for each software application/plug-in, the following in accordance with the instructions in **Section J, Attachment E**:
    - i. Software Development Plan (SDP)

- ii. Software Requirements Specification (SRS)
  - iii. Software Design Description (SDD)
  - iv. Software Test Plan (STP)
  - v. Software Test Description (STD)
  - vi. Software Test Report (STR)
  - vii. Software User's Manual (SUM)
  - viii. Software Security Compliance Report
  - ix. Installable Application and Execution Code
  - x. Source Code and Data Files
- 5. Sustain software by updating, integrating, testing, and delivering software corrections to ensure legacy capabilities are not degraded.
- b. Hardware Development
  - 1. Prototype hardware using detailed designs, and evaluate performance and ETAK functionality per the approved Systems Design Document.
  - 2. Update and deliver technical documentation (**Section F, Deliverable 30**) that reflects the updated system/equipment configuration. This technical documentation may include updating engineering drawings, provisioning documentation, software documentation, source code, and technical instructions by the Government.

#### **C.5.3.3 SUBTASK 3 - INTEGRATION SERVICES**

The contractor shall integrate new or modified systems, subsystems, and components into the ETAK architecture to increase mission effectiveness and improve performance. Integration support includes the integration of subsystems and sensors with models, software, hardware, firmware, COTS and GOTS items, integrated systems, and subsystems. The contractor shall provide an Integration Plan (**Section F, Deliverable 31**) and perform integration and installation of a new or modified ETAK system and transition to the new ETAK system per the approved Integration Plan. The contractor shall include in the Integration Plan and execute activities in its pre-planned sequencing, including roles and responsibilities, required resources, and associated schedules in accordance with new, upgraded, or modified ETAK systems. The contractor shall specify and leverage the engineering drawing package, project and integration schedules, and constraints imposed by ongoing operations.

#### **C.5.3.4 SUBTASK 4 - SUSTAINMENT SERVICES**

The contractor shall provide maintenance support and information security throughout all phases of the System Development Life Cycle (SDLC) to sustain existing and newly developed ETAK functionality and interoperability.

- a. Maintenance: The contractor shall maintain ETAK systems and equipment including infrastructure systems, software, hardware, and other related capabilities, as required by the Government. The contractor shall manage warranty and maintenance agreements for all equipment and software that require warranty and maintenance contracts. To mitigate service disruptions, all equipment shall remain covered by maintenance agreements through its deployment. Additionally, the contractor shall provide notification regarding

all future maintenance overage requirements. The contractor shall support activities that could include the following:

1. Modernizing the ETAK infrastructure through the replacement of computer processors and peripheral equipment, updating required operating systems and control and support software, and upgrading interface test adapter and ancillary equipment hardware and software.
  2. Supporting sensor storage and providing maintenance and logistics processing for non-deployable systems.
- b. IA: The contractor shall support the design, development, and implementation of security countermeasures for all systems that adequately address IA requirements and provide confidentiality, integrity, availability, authentication, and non-repudiation. The contractor shall support activities that include the following:
1. Address IA Vulnerability Alerts (IAVAs) and emerging technical security requirements from DoD and the industry.
  2. Develop an IA Plan (**Section F, Deliverable 32**) to implement an architecture to connect multiple security domains via accredited cross-domain solutions to flow information from high-security domains to low-security domains and vice versa.
  3. Assess and document in the plan the technical, operational, and programmatic risks that would be incurred; identify the associated pros and cons; and determine the probability of successful implementation.
  4. Work with the Government to identify any unique cybersecurity requirements and ensure activities and artifacts are aligned with those requirements.

#### **C.5.4 TASK 4 – ASSESSMENT, EXPERIMENTATION, AND DEMONSTRATION (AED) SERVICES**

The contractor shall provide Vulnerability Assessments and Field Experimentation services associated with ETAK throughout all phases of the systems life cycle and Operational Demonstration services as required by the Government. The contractor shall develop and execute an Assessment and Experimentation Plan that will be reviewed for accuracy and completeness and approved by the Government (**Section F, Deliverable 33**). The Assessment and Experimentation Plan (**Section F, Deliverable 33**) shall facilitate the Government's Vulnerability Assessments and Field Experimentation of system performance, adherence to specifications, and overall effectiveness.

The contractor shall provide the AED services associated with ETAK including the following.

- a. Vulnerability Assessments: The contractor shall provide Vulnerability Assessment services to the Government on hardware and software of the ETAK systems to protect components from any vulnerability to include, but not limited to, denial, degradation, destruction, manipulation, and information compromise. The contractor shall develop Assessment Status Reports (**Section F, Deliverable 34**) to document the status of software and hardware vulnerabilities of the ETAK systems. The contractor shall support the Government with development and implementation of corrective actions to mitigate or remove noted weaknesses or deficiencies found in the assessment, reviewed and approved by the Government. Vulnerability Assessment shall follow an iterative process:
  1. Analyze network architecture.

2. Analyze devices.
  3. Conduct penetration testing.
  4. Conduct Denial of Service (DoS).
  5. Report vulnerabilities.
  6. Recommend mitigation measures and support the Government with development and implementation of corrective actions.
- b. Field Experimentation: The contractor shall provide Field Experimentation services to the Government on hardware, software, and operational concepts of the ETAK systems. The contractor shall develop Experimentation Status Reports (**Section F, Deliverable 35**) to document the status of experimentation results. The contractor shall develop and implement corrective actions to mitigate or remove noted weaknesses or deficiencies found in the experimentation, reviewed and approved by the Government. The contractor shall assess and evaluate ETAK solutions to ensure interoperability, utility, security, reliability, stability, efficiency, and human factors integration
- c. Operational Demonstration: The contractor shall provide ETAK technology and capability demonstration services during an operational experiment, exercise, or evaluation as required by the Government. This support requires rapid response and deployment of Field Service Representatives (FSRs) as well as small scale deployment of ETAK technologies, required within timelines associated with ongoing operations in support of DoD and OGAs in CONUS or OCONUS locations. The expected duration of the task ranges from 60 to 180 calendar days; however, the length of Temporary Duty (TDY) may be longer or shorter depending on the task and mission circumstances and will fluctuate with project requirements.

### **C.5.5 TASK 5 – TRAINING SUPPORT**

The contractor shall provide training on the ETAK-related technologies and capabilities including the following:

- a. Develop Training Documentation (**Section F, Deliverable 36**) containing materials and manuals, as well as coordinate and provide training for demonstrations, exercises, operational systems training, and mission training. At a minimum, operational systems training shall address operator and/or maintainer interfaces with the system, including normal and degraded modes of operation in order to ensure users' ability to operate the systems delivered. Also, at a minimum, cyber security training shall address Computer Network Defense (CND), IA, and Certification and Accreditation (C&A) topics.
- b. Adapt and continuously improve Training Documentation (**Section F, Deliverable 36**) based on system updates and student feedback. The contractor shall develop master reproducible training materials and training aids to support follow-on training. As part of the training effort, the contractor shall support the Government in the review and/or evaluation of training documentation.
- c. Provide operations and maintenance training for ETAK system and technology users at all levels, using all modes of training including classroom, on-the-job and distance learning as needed at the Government and contractor sites worldwide. The contractor shall provide training that covers all system components and required procedures. The contractor shall support Government pre-system deployment validation of all training and training material.

## SECTION D - PACKAGING AND MARKING

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## SECTION E - INSPECTION AND ACCEPTANCE

### **E.1 PLACE OF INSPECTION AND ACCEPTANCE**

Inspection and acceptance of all work performance, reports, and other deliverables under this TO will be performed by the FEDSIM COR at GSA Headquarters in Washington D.C. with technical input from the DoD TPOC at the DoD managing office in Tampa, Florida, or at another site designated by the FEDSIM COR.

### **E.2 SCOPE OF INSPECTION**

All deliverables will be inspected for content, completeness, accuracy, and conformance to TO requirements by the FEDSIM COR and DoD TPOC. Inspection may include validation of information or software through the use of automated tools, testing, or inspections of the deliverables, as specified in the TO. The scope and nature of this inspection will be sufficiently comprehensive to ensure the completeness, quality, and adequacy of all deliverables.

The Government requires a period NTE 15 workdays after receipt of deliverable items for inspection and acceptance or rejection.

### **E.3 BASIS OF ACCEPTANCE**

The basis for acceptance shall be compliance with the requirements set forth in the TO and relevant terms and conditions of the contract. Deliverable items rejected shall be corrected in accordance with the applicable clauses.

Acceptance will occur when all discrepancies, errors, or other deficiencies identified in writing by the Government have been resolved, through documentation updates, program correction, or other mutually agreeable methods.

Reports, documents, and narrative-type deliverables will be accepted when all discrepancies, errors, or other deficiencies identified in writing by the Government have been corrected. If the deliverable is adequate, the Government may accept it or provide comments for incorporation.

All of the Government's comments on deliverables shall either be incorporated in the succeeding version of the deliverable, or the contractor shall explain to the Government's satisfaction why such comments should not be incorporated.

If the Government finds that a deliverable contains spelling errors, grammatical errors, or improper format, or otherwise does not conform to the quality assurance requirements stated within this TO, the document may be rejected without further review and returned to the contractor for correction and resubmission. If the contractor requires additional Government guidance to produce an acceptable version, the contractor shall arrange a meeting with the FEDSIM COR.

### **E.4 DELIVERABLES**

The Government will provide written acceptance, comments, and/or change requests, if any, within 15 workdays (unless specified otherwise in Section F) from Government receipt of the deliverable. Upon receipt of the Government comments, the contractor shall have ten workdays to incorporate the Government's comments and/or change requests and to resubmit the deliverable.

## SECTION E - INSPECTION AND ACCEPTANCE

### **E.5 WRITTEN ACCEPTANCE/REJECTION BY THE GOVERNMENT**

The FEDSIM CO or FEDSIM COR will provide written notification of acceptance or rejection (**Section J, Attachment H**) of all deliverables within 15 workdays (unless specified otherwise in Section F). All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

### **E.6 NON-CONFORMING PRODUCTS OR SERVICES**

Non-conforming products or services will be rejected. Deficiencies shall be corrected, by the contractor, within ten workdays of the rejection notice. If the deficiencies cannot be corrected within ten workdays, the contractor shall immediately notify the FEDSIM COR of the reason for the delay and provide a proposed corrective action plan within ten workdays.

If the contractor does not provide products or services that conform to the requirements of this TO, the Government will document the issues associated with the non-conforming products or services in the award fee determination report, and there will be an associated impact to the award fee earned.

## SECTION F – DELIVERIES OR PERFORMANCE

### **F.1 PERIOD OF PERFORMANCE**

The PoP for this TO is a one-year base period and four, one-year option periods.

Base Period:	To Be Determined (TBD) at award
First Option Period:	TBD at award
Second Option Period:	TBD at award
Third Option Period:	TBD at award
Fourth Option Period:	TBD at award

### **F.2 PLACE OF PERFORMANCE**

The primary place of performance is the contractor facility. The Government places of performance are DoD Tampa Field Office in Tampa, Florida, and Fort Belvoir, Virginia, and may include various CONUS and OCONUS locations listed below and per TDL. Long-distance travel is anticipated to various CONUS and OCONUS locations when required.

#### **CONUS:**

- a. Camp Dawson, West Virginia
- b. Camp Roberts, California
- c. Colorado Springs, Colorado
- d. Fort Benning, Georgia
- e. Fort Bragg, North Carolina
- f. Fort Drum, New York
- g. Fort Eustis, Virginia
- h. Hurlburt Field, Florida
- i. MacDill Air Force Base, Florida

#### **OCONUS:**

- a. Africa Command (AFRICOM) AOR
- b. Central Command (CENTCOM) AOR
- c. European Command (EUCOM) AOR
- d. Indo-Pacific Command (INDOPACOM) AOR
- e. Northern Command (NORTHCOM) AOR
- f. Southern Command (SOUTHCOM) AOR

### **F.3 TASK ORDER SCHEDULE AND MILESTONE DATES**

The following schedule of milestones will be used by the FEDSIM COR to monitor timely progress under this TO. The following abbreviations are used in this schedule:

DEL: Deliverable  
IAW: In Accordance With  
NLT: No Later Than  
TOA: Task Order Award

## SECTION F – DELIVERIES OR PERFORMANCE

All references to days: Government Workdays

Deliverables are due the next Government workday if the due date falls on a holiday or weekend.

Data Rights Clause - Abbreviations in the Gov't Rights column of the table below shall be interpreted as follows:

UR: Unlimited Rights, per Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7013

For software or documents that may be either proprietary COTS or custom, Unlimited Rights (UR) apply to custom software or documents. The Government asserts UR to open source COTS software. Any supplier agreements proposed for data, regardless of the type of rights offered, shall be subject to the requirements of TOR Section H.18.1 and H.18.2. For purposes of the foregoing, the terms "Supplier Agreement" and "Commercial Supplier Agreement" have the same meaning.

The Government does not assert any rights to management software tools if the contractor does not plan to charge the Government directly for that tool and does not propose that the Government will own or use that tool.

The contractor shall deliver the deliverables listed in the following table on the dates specified:

<b>DEL. #</b>	<b>MILESTONE/ DELIVERABLE</b>	<b>CLIN</b>	<b>TOR REFERENCE</b>	<b>DATE OF COMPLETION/ DELIVERY</b>	<b>GOV'T RIGHTS</b>
N/A	Project Start (PS)			At TOA	N/A
01	Contractor Manpower Reporting Application (CMRA)	X005	C.5.1.1	NLT October 31 <sup>st</sup> of each calendar year	UR
02	Kick-Off Meeting	0001	C.5.1.2	Within 25 workdays of TOA	N/A
03	Kick-Off Meeting Agenda	0001	C.5.1.2	NLT 3 workdays prior to Kick-Off Meeting	UR
04	Kick-Off Meeting Minutes Report	0001	C.5.1.2	Within 3 workdays of Kick-Off Meeting	UR
05	Project Management Plan (PMP)	X001	C.5.1.3 H.12.2	Due at Kick-Off Meeting; updates as project changes occur, no less frequently than annually	UR
06	Monthly Status Report (MSR)	X001	C.5.1.4	Monthly (10 <sup>th</sup> calendar day of the following month)	UR
07	In-Process Review (IPR)	X001	C.5.1.5	Quarterly, IAW PMP	UR
08	IPR Meeting Minutes	X001	C.5.1.5	NLT 3 workdays after quarterly IPR	UR

SECTION F – DELIVERIES OR PERFORMANCE

<b>DEL. #</b>	<b>MILESTONE/ DELIVERABLE</b>	<b>CLIN</b>	<b>TOR REFERENCE</b>	<b>DATE OF COMPLETION/ DELIVERY</b>	<b>GOV'T RIGHTS</b>
09	Weekly Activity Report	X001	C.5.1.6	NLT 3 workdays of the following week	UR
10	Trip Report(s)	X001	C.5.1.7	Within 10 workdays following completion of each trip	UR
11	Personnel Status Report (PERSTAT)	X001	C.5.1.8	IAW PMP	UR
12	Updated Draft TDP	X001	C.5.1.9	As needed	UR
13	TDP Project Kick-off Meeting	X001	C.5.1.9	Within 5 workdays of FEDSIM COR initial approval of TDL Response	UR
14	TDP Project Kick-off Meeting Agenda	X001	C.5.1.9	NLT 3 workdays prior to Kick-Off Meeting	UR
15	TDP Project Kick-off Meeting Minutes	X001	C.5.1.9	Within 3 workdays of Kick-Off Meeting	UR
16	Final TDP	X001	C.5.1.9	As required	UR
17	TO Management Portal Strategy or Solution	0001	C.5.1.10	Within 30 workdays of PS	UR
18	TO Portal	0001	C.5.1.10	Within 30 workdays of receipt of Government approval	UR
19	Updated Transition-In Plan	0001	C.5.1.2 C.5.1.11	Due at Kick-Off Meeting	UR
20	Draft Transition-Out Plan	0001	C.5.1.12	NLT 120 calendar days prior to expiration of the TO Base Period	UR
21	Final Transition-Out Plan	X001	C.5.1.12	Within six months of PS; updates annually and then quarterly during the final Option Period	UR
22	Analysis Report	X001	C.5.2.1	As required	UR
23	Meeting/Conference Minutes	X001	C.5.2.1	Within 3 workdays of Meeting	UR
24	Execution Plan	X001	C.5.2.2	As required	UR
25	Configuration Management Plan	X001	C.5.3.1	As required	UR

SECTION F – DELIVERIES OR PERFORMANCE

<b>DEL. #</b>	<b>MILESTONE/ DELIVERABLE</b>	<b>CLIN</b>	<b>TOR REFERENCE</b>	<b>DATE OF COMPLETION/ DELIVERY</b>	<b>GOV'T RIGHTS</b>
26	Systems Design Document	X001	C.5.3.1	As required	UR
27	Technical Data Package Review	X001	C.5.3.1	As required	UR
28	Configuration Audit Report	X001	C.5.3.1	As required	UR
29	Software Documentation Package	X001	C.5.3.2	As required	UR
30	Hardware Technical Documentation	X001	C.5.3.2	As required	UR
31	Integration Plan	X001	C.5.3.3	As required	UR
32	Information Assurance Plan	X001	C.5.3.4	As required	UR
33	Assessment and Experimentation Plan	X001	C.5.4	As required	UR
34	Assessment Status Reports	X001	C.5.4	As required	UR
35	Experimentation Status Reports	X001	C.5.4	As required	UR
36	Training Documentation and Updates	X001	C.5.5	As required	UR
37	Copy of TO (initial award and all modifications)	X001	F.4	Within 10 workdays of award	N/A
38	CPAF Invoice Backup Data Template	0001	G.3.1	Due at Kick-off Meeting	UR
39	Materials and Equipment and ODCs Invoice Backup Data Template	0001	G.3.2	Due at Kick-Off Meeting	UR
40	Travel Invoice Backup Data Template	0001	G.3.3	Due at Kick-Off Meeting	UR
41	Operations Security (OPSEC) Standard Operating Procedure (SOP) Plan	0001	C.5.1.10 H.6	Within 90 calendar days of TOA	UR
42	Personnel Roster	X001	H.10.7	As required	UR
43	Updated OCI Mitigation Plan	0001	H.12.2	Due at Kick-off Meeting	UR

## SECTION F – DELIVERIES OR PERFORMANCE

DEL. #	MILESTONE/ DELIVERABLE	CLIN	TOR REFERENCE	DATE OF COMPLETION/ DELIVERY	GOV'T RIGHTS
44	Travel Authorization Request (TAR)	X001	C.5.1.10 H.15.2	As required	UR

**The contractor shall mark all deliverables listed in the above table to indicate authorship by contractor (i.e., non-Government) personnel; provided, however, that no deliverable shall contain any proprietary markings inconsistent with the Government's data rights set forth in this TO. The Government reserves the right to treat non-conforming markings in accordance with DFARS 252.227-7013 and 252.227-7014.**

### **F.4 PUBLIC RELEASE OF CONTRACT DOCUMENTS REQUIREMENT**

The contractor agrees to submit, within ten workdays from the date of the FEDSIM CO's execution of the initial TO, or any modification to the TO (exclusive of Saturdays, Sundays, and Federal holidays), a Portable Document Format (PDF) file of the fully executed document with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of GSA (**Section F, Deliverable 37**). The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S. Code (U.S.C.) § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall explain why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to the contract requirement may itself be subject to disclosure under the FOIA. Submission of the proposed redactions constitutes concurrence of release under FOIA.

GSA will carefully consider the contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in such executed documents may be properly withheld.

### **F.5 DELIVERABLES MEDIA**

The contractor shall deliver all electronic versions by email and removable electronic media, as well as placing in the DoD designated repository. If the contractor provides a management portal, it shall annually or as requested provide the FEDSIM COR with physical media that contains a copy of the site content.

The following are the required electronic formats, whose versions must be compatible with the latest, commonly available version on the market.

- a. Text MS Word, Google Docs, PDF
- b. Spreadsheets MS Excel, Google Sheets
- c. Briefings MS PowerPoint, Google Slides
- d. Drawings MS Visio, Google Drawings
- e. Schedules MS Project, Smartsheet

## SECTION F – DELIVERIES OR PERFORMANCE

### **F.6 PLACE(S) OF DELIVERY**

Unclassified deliverables or correspondence shall be delivered to the FEDSIM CO and COR at the following:

Contracting Officer:

GSA FAS AAS FEDSIM  
ATTN: Jeffrey Chance, CO (QF0B)  
1800 F Street, NW  
Washington, D.C. 20405  
Telephone: (703) 615-0371  
Email: Jeffrey.Chance@gsa.gov

COR:

GSA FAS AAS FEDSIM  
ATTN: John Hegamyer, COR (QF0B)  
1800 F Street, NW  
Washington, D.C. 20405  
Telephone: (202) 577-2143  
Email: John.Hegamyer@gsa.gov

Copies of all deliverables shall also be delivered to the DoD TPOC. The DoD TPOC name, address, and contact information will be provided at award.

### **F.7 NOTICE REGARDING LATE DELIVERY/PROBLEM NOTIFICATION REPORT (PNR)**

The contractor shall notify the FEDSIM COR via a PNR (**Section J, Attachment D**) as soon as it becomes apparent to the contractor that a scheduled delivery will be late. The contractor shall include in the PNR the rationale for late delivery, the expected date for the delivery, and the project impact of the late delivery. The FEDSIM COR will review the new schedule and provide guidance to the contractor. Such notification in no way limits any Government contractual rights or remedies including, but not limited to, termination.

## SECTION G – CONTRACT ADMINISTRATION DATA

### **G.1 CONTRACTING OFFICER’S REPRESENTATIVE (COR)**

The FEDSIM CO appointed a FEDSIM COR in writing through a COR Appointment Letter (**Section J, Attachment A**). The FEDSIM COR will receive, for the Government, all work called for by the TO and will represent the FEDSIM CO in the technical phases of the work. The FEDSIM COR will provide no supervisory or instructional assistance to contractor personnel.

The FEDSIM COR is not authorized to change any of the terms and conditions, scope, schedule, and price of the Contract or the TO. Changes in the scope of work will be made only by the FEDSIM CO by properly executed modifications to the Contract or the TO.

#### **G.1.1 CONTRACT ADMINISTRATION**

Contracting Officer:

Jeffrey Chance  
GSA FAS AAS FEDSIM (QF0B)  
1800 F Street, NW  
Washington, D.C. 20405  
Telephone: (703) 615-0371  
Email: Jeffrey.Chance@gsa.gov

Contracting Officer’s Representative:

John Hegamyer  
GSA FAS AAS FEDSIM (QF0B)  
1800 F Street, NW  
Washington, D.C. 20405  
Telephone: (202) 577-2143  
Email: John.Hegamyer@gsa.gov

Technical Point of Contact:

Provided at award.

### **G.2 INVOICE SUBMISSION**

The contractor shall submit Requests for Payments in accordance with the format contained in General Services Administration Acquisition Manual (GSAM) 552.232-25, PROMPT PAYMENT (NOV 2009), to be considered proper for payment. In addition, the following data elements shall be included on each invoice:

Task Order Number: *(from GSA Form 300, Block 2)*  
Paying Number: *(ACT/DAC NO.) (From GSA Form 300, Block 4)*  
FEDSIM Project Number: 2019092DE  
Project Title: Mission Awareness Capabilities Ramp-up and Optimization (MACRO)

The contractor shall submit invoices as follows:

The contractor shall utilize FEDSIM’s electronic Assisted Services Shared Information SysTem (ASSIST) to submit invoices. The contractor shall manually enter CLIN charges into Central Invoice Services (CIS) in the ASSIST Portal. Summary charges on invoices shall match the

## SECTION G – CONTRACT ADMINISTRATION DATA

charges listed in CIS for all CLINs. The contractor shall submit invoices electronically by logging onto the following link (requires Internet Explorer to access the link):

<https://portal.fas.gsa.gov>

Log in using your assigned Identification (ID) and password, navigate to the order against which you want to invoice, click the Invoices and Acceptance Reports link in the left navigator, and then click the *Create New Invoice* button. By utilizing this method, no paper copy of the invoice shall be submitted to GSA FEDSIM or the GSA Finance Center. The contractor shall provide invoice backup data, as an attachment to the invoice, in accordance with the contract type, including detail such as labor categories, rates, and quantities of labor hours per labor category. The FEDSIM COR may require the contractor to submit a written “hardcopy” invoice with the client’s certification prior to invoice payment. A paper copy of the invoice is required for a credit.

The contractor is certifying, by submission of an invoice in the CIS, that the invoice is correct and proper for payment.

If there are any issues submitting an invoice, contact the Assisted Acquisition Services Business Systems (AASBS) Help Desk for support at 877-472-4877 (toll free) or by email at [AASBS.helpdesk@gsa.gov](mailto:AASBS.helpdesk@gsa.gov).

### **G.3 INVOICE REQUIREMENTS**

The contractor shall submit a draft copy of an invoice backup in Excel to the FEDSIM COR and DoD TPOC for review prior to its submission to ASSIST. The draft invoice shall not be construed as a proper invoice in accordance with FAR 32.9 and GSAM 532.9. The contractor shall provide receipts on an as-requested basis.

The final invoice is desired to be submitted within six months of project completion. Upon project completion, the contractor shall provide a final invoice status update monthly.

Regardless of contract type, the contractor shall report the following data:

- a. OASIS MA-IDIQ number.
- b. Task Order Award Number (NOT the Solicitation Number).
- c. Contractor Invoice Number.
- d. Contractor Name.
- e. POC Information.
- f. Current PoP.
- g. Amount of invoice that was subcontracted.

The amount of invoice that was subcontracted to a small business shall be made available upon request.

#### **G.3.1 CPAF CLINs (FOR LABOR)**

The contractor may invoice monthly on the basis of cost incurred for the CPAF CLINs by TDL. The invoice shall include the PoP covered by the invoice (all current charges shall be within the active PoP), the CLIN number and title, and the TDL number. All hours and costs shall be

## SECTION G – CONTRACT ADMINISTRATION DATA

reported by individual, rolled up by project and by CLIN element (as shown in Section B), and shall be provided for the current billing month and in total from project inception to date.

The contractor shall create a template of the invoice backup data format for labor charges in spreadsheet form (**Section F, Deliverable 38**) and provide it to the FEDSIM COR for review and acceptance in accordance with Section E. The listing shall include separate columns and totals for the current invoice period and the project-to-date. The contractor shall always submit invoices and backup data using the most recent FEDSIM COR-approved spreadsheet template.

The contractor shall provide the invoice data in spreadsheet form with, at a minimum, the detailed information identified below.

- a. Employee name (current and past employees).
- b. Employee company.
- c. Exempt or non-exempt designation.
- d. Service Occupational Classifications (SOC) number.
- e. Employee OASIS labor category.
- f. Current monthly and total cumulative hours worked.
- g. Direct labor rate.
- h. Effective hourly rate (e.g., cumulative costs/cumulative hours).
- i. Current approved billing rate percentages in support of costs billed.
- j. Itemization of cost centers applied to each individual invoiced.
- k. Itemized breakout of indirect costs (e.g., Fringe, Overhead (OH), General and Administrative (G&A) burdened costs for each individual invoiced (rollups are unacceptable)).
- l. Any costs incurred not billed reported by CLIN (e.g., lagging costs).
- m. Labor adjustments from any previous months (e.g., timesheet corrections).
- n. Provide comments for deviations outside of a ten percent range.

All cost presentations provided by the contractor in Excel shall show indirect charges itemized by individual with corresponding indirect rates with cost center information. The invoice detail shall be organized by CLIN.

The contractor may invoice for fee after accepting the modification which includes the award fee determination and any corresponding deobligation of unearned fee. See the AFDP (**Section J, Attachment I**) for additional information on the award fee determination process.

When the incurred cost method is used to determine the Award Fee Pool Allocation for an Award Fee period, the incurred cost shall be calculated using approved provisional billing rates as established by the cognizant Government auditor, in accordance with FAR 42.704. Approved provisional billing rates shall not be adjusted for the purpose of accumulating incurred costs and calculating the Award Fee Pool Allocation.

### **G.3.2 MATERIALS AND EQUIPMENT AND ODCs**

The contractor may invoice monthly on the basis of cost incurred for the Materials and Equipment and ODCs CLIN. The invoice shall include the PoP covered by the invoice and the CLIN number and title. The contractor shall create a template of the invoice backup data for Materials and Equipment and ODCs charges by TDL in spreadsheet form (**Section F,**

## SECTION G – CONTRACT ADMINISTRATION DATA

**Deliverable 39)** and provide it to the FEDSIM COR for review and acceptance in accordance with Section E. The contractor shall always submit invoices and backup data using the most recent FEDSIM COR-approved spreadsheet template. In addition, the contractor shall provide the following detailed information for each invoice submitted, as applicable. Spreadsheet submissions are required.

- a. Materials and Equipment and/or ODCs purchased.
- b. RIP or Consent to Purchase (CTP) number or identifier.
- c. Date accepted by the Government.
- d. Associated CLIN.
- e. Project-to-date totals by CLIN.
- f. Cost incurred not billed by CLIN.
- g. Remaining balance of the CLIN.
- h. Any applicable fee.
- i. Explanation of variances exceeding ten percent of the approved versus actual costs

All cost presentations provided by the contractor shall also include any indirect costs being applied with associated cost center information.

### **G.3.3 TRAVEL**

Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- a. Federal Travel Regulation (FTR) - prescribed by the GSA, for travel in the contiguous U.S.
- b. Joint Travel Regulations (JTR) Volume 2, DoD Civilian Personnel, Appendix A - prescribed by the DoD, for travel in AK, HI, and outlying areas of the U.S.
- c. DSSR (Government Civilians, Foreign Areas), Section 925, “Maximum Travel Per Diem Allowances for Foreign Areas” - prescribed by the DoS, for travel in areas not covered in the FTR or JTR.

The contractor may invoice monthly on the basis of cost incurred for cost of travel comparable with the JTR/FTR/DSSR. The invoice shall include the PoP covered by the invoice and the CLIN number and title. The contractor shall create a template of the invoice backup data for travel charges in spreadsheet form (**Section F, Deliverable 40**) and provide it to the FEDSIM COR for review and acceptance in accordance with Section E. The contractor shall always submit invoices and backup data using the most recent FEDSIM COR-approved spreadsheet template. Separate worksheets, in MS Excel format, shall be submitted for travel.

CLIN/Task Total Travel: This invoice information shall identify all cumulative travel costs billed by CLIN/Task. The current invoice period’s travel details shall include separate columns and totals and include the following:

- a. TAR number or identifier, approver name, and approval date.
- b. Current invoice period.
- c. Travel location(s).
- d. Names of persons traveling.

## SECTION G – CONTRACT ADMINISTRATION DATA

- e. Number of travel days.
- f. Dates of travel.
- g. Number of days per diem charged.
- h. Per diem rate used.
- i. Total per diem charged.
- j. Transportation costs.
- k. Total charges.
- l. Explanation of variances exceeding ten percent of the approved versus actual costs.
- m. Indirect handling rate.

All cost presentations provided by the contractor shall also include OH charges and G&A charges in accordance with the contractor's Defense Contract Audit Agency (DCAA) cost disclosure statement.

### **G.4 TASK ORDER CLOSEOUT**

The Government will unilaterally close out the TO no later than six years after the end of the TO PoP if the contractor does not provide final DCAA rates by that time.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

### **H.1 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)**

The NAICS code for this TO is 541330, Exception A, Engineering Services.

### **H.2 PRODUCT SERVICE CODE (PSC)**

The PSC is R425 – Engineering and Technical Services. The contractor shall enter the PSC in OASIS Management Module for each TOA.

### **H.3 KEY PERSONNEL**

The following are the minimum personnel who shall be designated as “Key.” The Government does not intend to dictate the composition of the ideal team to perform this TO. In addition to those Key Personnel described below, the Government will consider no more than two additional Key Personnel for which the offeror shall provide its own required/desired qualifications. The Key Personnel must possess all required qualifications at the time of proposal submission.

- a. Program Manager (PM)
- b. Senior Project Engineer
- c. Technology Integration Liaison

The Government desires that Key Personnel be assigned for the duration of the TO.

#### **H.3.1 PROGRAM MANAGER (PM)**

The contractor shall identify a PM Key Personnel who shall provide management, direction, business operations support, quality control, and leadership of the execution of this TO. The PM shall be an employee of the prime offeror at the time of proposal submission or have an offer of employment from the prime offeror that the Key Personnel intends to accept in the event of an award being made to the offeror at the time of proposal submission. The PM is required to provide overall leadership and guidance for all contractor personnel assigned to the TO including assigning tasks to contractor personnel, supervising ongoing technical efforts, and managing overall TO performance. The PM shall have the ultimate authority to commit the contractor’s organization and make decisions for the contractor’s organization in response to Government issues, concerns, and comments, as well as be proactive in alerting the Government to potential TO and resource limitations issues. The PM shall be responsible for the quality and efficiency of the contractor’s performance and shall assist the Government with all financial and business processes of the TO, excluding inherently Governmental functions. The PM shall be located within 50 miles radius from the FEDSIM COR location at GSA Headquarters in D.C. and work closely with the DoD TPOC, currently in Tampa, Florida. The PM shall be required to occasionally travel to CONUS and OCONUS locations.

It is **required** that the PM has the following qualifications:

- a. Possess a current certification in at least one of the following at time of proposal submission and maintain the certification throughout the life of the TO:
  - 1. Project Management Institute (PMI) Project Management Professional or PMI Program Management Professional (PgMP) certification.
  - 2. Federal Acquisition Certification for Program and Project Managers (FAC P/PM) Level 3.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

3. Defense Acquisition Workforce Improvement Act (DAWIA) Level III Program Management certification.
- b. Possess a minimum of ten years' recent experience providing DoD program management similar in scope and complexity to this TO, including work in CONUS and OCONUS environments.
- c. Possess a minimum of five years' experience planning, directing, coordinating, and managing a project similar to this TO, including financial management, manpower utilization, procurement of Materials and Equipment, standards, problem resolution, and employee relations (including subcontractors, cost, budget, and managing to milestones).
- d. Possess an active Top Secret (TS) clearance and be Sensitive Compartmented Information (SCI) eligible at the time of proposal submission.

It is **desired** that the PM has the following qualifications:

- a. Possess a master's degree in a related business or technical discipline.
- b. Possess a minimum of five years' experience planning, directing, coordinating, and managing a project similar in size, scope and complexity to this TO.
- c. Possess experience in managing strategic outreach efforts to external Government agencies, programs, and resources that can enhance the program similar to the size, scope, and complexity of this TO.
- d. Possess a minimum of five years of experience with broad DoD financial management reporting systems.

### **H.3.2 SENIOR PROJECT ENGINEER**

The contractor shall identify a Senior Project Engineer Key Personnel to serve as a project lead and engineer and be responsible for providing oversight and guidance to a variety of major engineering tasks and projects under the TO, including systems EDIS tasks and projects. The Senior Project Engineer shall serve as an interface and POC with the DoD TPOC and other Government representatives at the technical and project level. The Senior Project Engineer shall support major project operations by developing management procedures and controls, planning and directing project execution, and monitoring and reporting progress. The Senior Project Engineer shall manage acquisition and employment of the major project resources. The Senior Project Engineer shall manage and control financial, technical, and administrative aspects of the major projects with respect to contract requirements at the project level.

It is **required** that the Senior Project Engineer has the following qualifications:

- a. Possess a minimum of ten years' recent Federal Government project management experience, specializing in the planning and management of multiple projects in systems engineering, development, assessments, integration, and sustainment.
- b. Possess three years of experience with DoD policies pertaining to program management and fiscal planning.
- c. Possess an active TS clearance and be SCI-eligible at the time of proposal submission.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

It is **desired** that the Senior Project Engineer has the following qualifications:

- a. Possess a master's degree from an accredited institution in one or more of the following disciplines: engineering, computer science, information systems, electrical engineering, mechanical engineering, or related project management field.
- b. Possess an active PMI Project Management Professional certification, FAC P/PM, or DAWIA Program Management certification.

### **H.3.3 TECHNOLOGY INTEGRATION LIAISON**

The contractor shall identify a Technology Integration Liaison Key Personnel who supports the Government's long-term strategic direction for the development and integration of SA technologies and solutions under the MACRO TO. The Technology Integration Liaison shall lead high-impact initiatives to identify and incorporate new or evolving SA technologies from OGAs or the industry; craft strategy for the Government's review; and facilitate internal and external communication and outreach efforts. The Technology Integration Liaison shall find innovative ways to evolve and improve ETAK-related technologies and capabilities; assist in performing mission analyses of operational requirements; assist in reviewing and developing system concepts; and perform technological trade-off study assessments of concepts being considered by the Government. It is required that the Technology Integration Liaison work closely with the DoD TPOC and other Government representatives to ensure effective and efficient communication and coordination with the managing DoD offices. The Technology Integration Liaison shall be required to occasionally travel to CONUS and OCONUS locations.

It is **required** that the Technology Integration Liaison has the following qualifications:

- a. Possess a minimum of ten years' recent experience providing systems engineering work, including knowledge of and experience with complex engineering concepts and delivery.
- b. Possess a minimum of five years of experience providing system engineering support to DoD organizations.
- c. Possess a minimum of five years of experience leading an engineering team in conceiving, planning, and conducting analysis and execution planning for complex technological problems.
- d. Possess experience leading strategic outreach efforts to OGAs, programs, and resources that can enhance the program relevant to the complexity of this TO.
- e. Possess an active TS clearance and be SCI-eligible at the time of proposal submission.

It is **desired** that the Technology Integration Liaison has the following qualifications:

- a. Possess a minimum of five years' experience providing rapid prototyping or development.
- b. Possess a minimum of five years' experience performing Test and Evaluation activities.
- c. Possess experience integrating SA technologies and capabilities relevant to the scope of the TO.

### **H.3.4 KEY PERSONNEL SUBSTITUTION**

The contractor shall not replace any personnel designated as Key Personnel without the written concurrence of the FEDSIM CO. Prior to utilizing other than the Key Personnel specified in its proposal in response to the TOR, the contractor shall notify the FEDSIM CO and FEDSIM COR. Task Order Request 47QFCA20R0022

PAGE H-3

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

This notification shall be no later than ten calendar days in advance of any proposed substitution and shall include justification (including resume(s) and labor category of proposed substitution(s)) in sufficient detail to permit evaluation of the impact on TO performance.

Substitute Key Personnel qualifications shall be equal to, or greater than, those of the Key Personnel substituted. If the FEDSIM CO and the FEDSIM COR determine that a proposed substitute Key Personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the TO, the contractor may be subject to default action as prescribed by FAR 52.249-6 Termination.

### **H.4 GOVERNMENT-FURNISHED PROPERTY (GFP)**

The contractor shall mostly perform off-site at the contractor's locations as necessary while TS classified work must occur at Government locations. GFP includes desks, chairs, personal computers, telephones, building badges (i.e., CACs) to enter Government facilities, and basic access to printers, fax machines, scanners, and copy machines as well as relevant COTS, GOTS, and other developmental hardware and software in the Government's possession. Government-issued computers or network access will be provided to contractor personnel as required. Contractor personnel that do not provide support from Government spaces may not be provided with a Government-issued computer or network access. The telephone and network access will be For Official Use Only (FOUO) and will be subject to communication management monitoring and security monitoring in accordance with Army Regulation (AR) 380-40 and 380-53, respectively. OCONUS GFP may be limited due to space and equipment issues.

The contractor shall safeguard and secure all GFP in accordance with FAR 52.245-1, DFARS 252.245-7003, and DoD governing policies and procedures. All GFP including Information Technology (IT) equipment, software, communication devices, telephones, access cards, office furniture, and supplies shall be returned to the respective Government lead upon the departure of each responsible contractor employee or at the end of the TO, whichever date comes earlier. Use of all GFP for other than Government work is strictly prohibited.

### **H.5 GOVERNMENT-FURNISHED INFORMATION (GFI)**

The Government will provide all information necessary for completion of the requirements after TOA. Use of all GFI for other than Government work is strictly prohibited.

Contractor personnel supporting this TO may require access to SCI, SAP, Alternate Compensatory Control Measure (ACCM), North Atlantic Treaty Organization (NATO), Foreign Government Information (FGI), and/or intelligence information in the performance of their efforts under this TO. These accesses will be granted on a need-to-know basis, based on the specific requirements, in coordination with the Government.

The contractor shall comply with the following minimum requirements and standard references:

<b>Reference</b>	<b>Title</b>
MIL-HDBK-4704	Designing and Developing Maintainable Products and Systems
MIL-HDBK-29612	Guidance for Acquisition of Training Data Products Parts 1-5
MIL-PRF-29612	Training Data Products
MIL-STD-961	Defense and Program-Unique Specifications Format and Content

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

Reference	Title
MIL- T- 81821	Trainers, Maintenance, Equipment and Services, General Specifications
MIL- STD- 31000	Standard Practice for Technical Data Packages
MIL-HDBK-288B	Review and Acceptance of Engineering Drawing Packages
OOD5228-22M	Industrial Security Manual for Safeguarding Classified Information
MIL-HDBK-502	Acquisition Logistics
MIL-HDBK-46855A	Department Of Defense Handbook: Human Engineering Program Process and Procedures (17 May 1999) [Supersedes DoD-Hdbk-763] [S/S By Mil-Std-46855a]
Security Technical Implementation Guides (STIGs)	<a href="https://public.cyber.mil/stigs/">https://public.cyber.mil/stigs/</a>

### **H.6 TECHNICAL DIRECTION LETTER(S)**

Technical directions in the form of a TDL are means of written communication between the Government and the contractor to answer technical questions, provide technical clarification, and give technical direction regarding the content of the PWS (see Section C). The Government will notify the contractor of the need to issue an approved TDL to the contractor and a resulting TO funding modification, when required. The TDL will provide specific information related to the tasks contained within the scope of the TO, and TDLs will be provided to the contractor in writing.

Each TDL will identify what tasks under Section C apply and provide instructions for each task to the contractor. Each TDL issued hereunder is subject to the terms and conditions of this TO; and, in no event shall technical directions constitute an assignment of new work or changes of such nature as to justify any adjustments to the fee, estimated costs, or delivery terms under the TO. In the event of a conflict between a TDL and this TO or the OASIS contract, the TO and the OASIS master contract shall control.

When, in the opinion of the contractor, a technical direction calls for effort outside the contract PWS or available funding, the contractor shall notify the FEDSIM CO and FEDSIM COR thereof in writing within three workdays of having received the technical direction in question. The contractor shall undertake no performance to comply with the technical direction until the matter has been resolved by the FEDSIM CO through formal contract modification or other appropriate action as determined by the FEDSIM CO.

### **H.7 SECURITY REQUIREMENTS**

The contractor shall comply with all applicable security requirements, directives, instructions, and SOPs. The contractor shall follow all security policies, procedures, and requirements stipulated in the National Industrial Security Program (NISP), NISP Operating Manual (NISPOM), and any supplements thereto, including applicable FAR and DFARS guidelines/requirements.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

All classified systems and personnel security must be in accordance with the NISPOM. Contractor personnel performing IT-sensitive duties are subject to investigative and assignment requirements in accordance with IA, personnel security, and other affiliated regulations. Additional OPSEC requirements to the NISPOM are in effect, and the Government will provide its OPSEC Plan to the contractor. The contractor shall develop an OPSEC SOP Plan (**Section F, Deliverable 41**) within 90 calendar days of TOA, to be reviewed and approved by the DoD TPOC/OPSEC officer, per DoD regulations. This OPSEC SOP Plan shall include the Government's critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it. The contractor shall implement its OPSEC SOP Plan upon approval by the Government. In addition, the contractor shall identify an individual who will be an OPSEC Coordinator. The contractor shall ensure this individual becomes OPSEC Level II certified per DoD reference.

The contractor shall also require access to all applicable program/project Security Classification Guides (SCG), the IT Enterprise (ITE), the NSANet, the SIPRNet, and the NIPRNet as applicable to the systems being supported.

In general, all necessary facility and employee security clearances shall be at the expense of the contractor. The contractor shall comply with all security requirements.

### **H.7.1 INFORMATION ASSURANCE**

The contractor may have access to sensitive (including privileged and confidential) data, information, and materials of the U.S. Government. These printed and electronic documents are for internal use only and remain the sole property of the U.S. Government. Some of these materials are protected by the Privacy Act of 1974 (AMENDED) and Title 38. Unauthorized disclosure of Privacy Act or Title 38 covered materials is a criminal offense.

Work on this TO may require that contractor personnel have access to privacy and other sensitive information. Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S.C., Section 552a and applicable agency rules and regulations.

Contractor personnel shall not divulge or release privacy data or information developed or obtained in the performance of this TO, until made public or specifically authorized by the Government. The contractor shall not use, disclose, or reproduce third-party companies' proprietary data, other than as authorized and required in performance of this TO.

The contractor shall have access to classified information worldwide and is authorized to use the Defense Technical Information Center (DTIC) and the Defense Courier Service (DCS) as applicable. No contractor generated Communications Security (COMSEC) or GFI may be provided to DTIC. The contractor shall require access to Secret, TS, COMSEC, DTIC, SCI, Non-SCI, NATO, and FOUO information.

The contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified confidential, Secret, or TS and requires contractors to comply with the Security Agreement (DoD (DD) Form 441), including the NISPOM (DoD 5220.22-M), and any revisions to DoD 5220.22-M, notice of which has been furnished to the contractor.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

### **H.7.2 SECURITY CLEARANCES**

All contractor personnel (including subcontractors, if proposed) under this TO are required to have the appropriate level of personnel security clearance before performing any work under this TO. Some contractor personnel under applicable Section C task areas to include, but not limited to, Section C Task 2 and Task 4 are required to have an active TS clearance with SCI eligibility before performing any work under this TO.

Some positions and functional roles may not require a security clearance (primarily in support of Task 1), and others may only require a Secret or TS clearance. On a limited case-by-case basis, exceptions to personnel security clearances may temporarily be granted in writing. The contractor shall communicate all exception requests to the FEDSIM COR and a final decision will be made by the FEDSIM CO.

Contractor personnel that require a security clearance shall have undergone an SSBI or a SSBI Periodic Review (SSBI-PR) within the last six years that was favorably adjudicated. If the SSBI-PR is overdue as a result of Government delays in processing background investigations, then the contractor personnel will continue to be eligible for access to classified information if the current eligibility is indicated in Joint Personnel Adjudication System (JPAS). The exception to the preceding sentence is if the Government is aware of relevant derogatory information related to an individual's continued eligibility for access, then the contractor personnel may be denied access. All contractor personnel shall be formally nominated by their company's security office to be indoctrinated into SCI programs.

The contractor shall ensure that all security, misconduct, or performance-related incidents are reported to the FEDSIM COR and the contractor's Facility Security Officer (FSO) immediately upon discovery of the incident. Once reported to the FEDSIM COR and the FSO and within seven working days of the incident, the contractor's FSO shall report the incident in JPAS. Incidents that are not reported in the time frame and manner prescribed above may result in the incident along with the contractor's FSO being reported to the Defense Security Service (DSS) as a security violation and/or TO performance failure.

### **H.7.3 FACILITY CLEARANCE LEVEL (FCL)**

Work covered under this TO does not include the acquisition of land or the erection of permanent facilities. The contractor shall adhere to and comply with the security guidelines and requirements outlined in the Department of Defense (DD) Form 254 (**Section J, Attachment X**) and DD Form 254 Addendum (**Section J, Attachment Y**), which require the contractor to possess a TS FCL. The contractor shall follow instructions for public release requirements and disclosure policy references in the DD Form 254 Contract Security Classification Specification Block 12 as well as additional security guidance and requirements in Blocks 13 and 14.

### **H.8 INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR)**

The contractor and/or its subcontractors may be required to generate, or need access to, export-controlled items. It is the responsibility of the contractor, as the exporter, to obtain the appropriate export license or exemption(s). The contractor shall comply with all U.S. laws, policies, and regulations applicable to the exchange of information with foreign nationals and foreign countries, including, but not limited to the ITAR, the Export Administration Regulations (EAR), and policies of the requiring activity's foreign disclosure office, in accomplishing the

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

requirements. The contractor shall refer to DFARS Clause 252.225-7048, Export-Controlled Items (June 2013) for compliance.

### **H.9 DEFENSE BASE ACT (DBA) INSURANCE**

Pursuant to FAR 28.305, DBA insurance coverage provides workers' compensation benefits (e.g., medical, disability, death) in the event of a work-related injury or illness outside the U.S.

The Government requires that employees hired by contractors and subcontractors who work internationally be protected by the DBA coverage, regardless of their assignment and/or location unless a waiver has been obtained by the U.S. Department of Labor (DoL).

DBA insurance shall be charged in accordance with the contractor's Cost Accounting Standards (CAS) Disclosure Statement (D/S) and adequate cost accounting system, and shall be furnished to the FEDSIM CO and COR within 30 days of award of the TO. The contractor shall submit RIP(s) prior to incurring the costs. If required and approved by the FEDSIM CO, additional DBA riders may be charged as a direct cost to the Government.

### **H.10 STATUS OF FORCES AGREEMENTS (SOFA)**

A SOFA defines the legal status of DoD personnel, activities, and property in the territory of another nation and set forth rights and responsibilities between the U.S. and the host government.

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the SOFAs negotiated and implemented by the DoS and DoD. The contractor shall coordinate with the Government to satisfy all requirements mandated by the governing regulations for the specified country or theater. The contractor shall be responsible for determining what requirements are applicable. The withdrawal of IC or TR status, or the withdrawal of or failure to provide any of the privileges associated therewith by the U.S., shall not constitute grounds for excusable delay by the contractor in the performance of this TO and will not justify or excuse the contractor defaulting in the performance of this TO. Furthermore, withdrawal of SOFA status for any reason shall not serve as a basis for the contractor filing any claims against the U.S.

There is one SOFA for NATO nations, and the terms of that SOFA apply to all NATO allies and most Partnership for Peace nations. In Germany, the NATO SOFA has been supplemented by an additional international agreement, called the Supplementary Agreement, signed by Germany and six "sending states" (U.S., United Kingdom (UK), Canada, France, Belgium, and the Netherlands). The Supplementary Agreement further defines the rights and responsibilities of the sending and the receiving states. In Italy, the U.S. and Italy have signed the bilateral "Shell Agreement" of 1995, which serves to define the rights and responsibilities of the sending and the receiving states (the U.S. and Italy). Outside of NATO, the U.S. has entered into "stationing agreements" with the host country anywhere U.S. Forces are stationed.

The contractor shall coordinate with the FEDSIM COR and CO and DoD TPOC to ensure appropriate approval for all contractor personnel prior to the personnel's arrival in the country. The contractor shall develop SOPs that, at a minimum, details the approval process, roles and responsibilities of contractor and Government personnel, and how the contractor shall manage arrivals and departures of personnel for the entire performance period of the TO. This SOP shall be submitted to the Government as a part of the contractor's PMP (**Section F, Deliverable 05**). The contractor shall operate in accordance with the most recent Government-approved version of the SOP/PMP.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

The contractor shall notify the FEDSIM COR and CO and DOD TPOC, within 24 hours, when an individual's status under SOFA must be and/or will be terminated for any reason. This includes all subcontractor or consultant personnel supporting the contractor.

The contractor is responsible for ensuring it understands the applicable procedures, regulations, etc. applicable to each place of performance under this TO. The Government will not reimburse the contractor for any costs associated with failing to follow applicable procedures, regulations, and laws that apply to obtaining visas, permits, legal status, and other documents.

The countries with their respective regulations specified below may not be an indication that the Government currently has the needs for those particular locations.

### **H.10.1 GERMANY**

The DoD Contractor Personnel Office (DOCPER) is responsible for implementing the Agreements of March 27, 1998, and the Agreements of June 29, 2001, signed by the U.S. Embassy and German Foreign Ministry, establishing bilateral implementation of Articles 72 and 73 of the Supplementary Agreement to the NATO SOFA. These two Articles govern the use in Germany of DoD contractor employees as Technical Experts (TEs), Troop Care (TC) providers, and Analytical Support (AS) contractor personnel. Because this TO proposes to employ TE and AS personnel in Germany, the TO itself and the applications of individuals seeking TE/TC/AS status under the TO are required to be submitted through DOCPER for approval before performance under the TO can commence in Germany.

The contractor shall comply with Army in Europe (AE) Regulation 715-9 (Contractor Personnel in Germany – Technical Expert, TC, and AS Personnel); AE Regulation 600-700 (Identification Cards and Individual Logistics Support); and with all guidance provided by the Government, including, but not limited to, DOCPER.

DOCPER is responsible for receiving, evaluating, and approving contractor employment applications before providing those applications to the German government for final approval. Contractor personnel who receive a TE Status Accreditation (TESA) or AS Status Accreditation (ASSA) will be permitted to work in Germany under the terms and conditions of the SOFA and applicable AE regulations. The contractor shall not employ personnel without TESA or ASSA under this TO in Germany unless the request has been coordinated with the DOD TPOC and FEDSIM COR and approved by the FEDSIM CO. The contractor shall ensure that all personnel, including subcontractors and teaming partners, are legally able to work in Germany. The Government will not become a party to any contractor residence or tax issues. Contractor personnel who have approved status under either Article 72 or 73 of the Supplementary Agreement to the NATO SOFA will be eligible for Individual Logistic Support (ILS) in accordance with AE Regulation 600-700.

### **H.10.2 ITALY**

The U.S. Sending State Office (USSSO) for Italy is the DoD diplomatic-legal office responsible for supervising the administration of the NATO SOFA in Italy. While the USSSO performs as the legal advisor to the U.S. Defense Attaché (DATT), the Office of Defense Cooperation, and the U.S. Embassy country team, the USSSO is primarily the legal representative in Italy for DOD. The USSSO also coordinates and advocates U.S. Forces' positions on numerous SOFA and non-SOFA issues to the Italian Government and its military, the U.S. Ambassador to Italy,

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

and the Ambassador's country team. DOCPER is responsible for processing all contractor requests for TR status on behalf of the USSSO.

The contractor shall comply with AE Regulation 550-32 (Tri-Component Directive for Italy on Personal Property, Rationed Goods, Motor Vehicles and Drivers' Licenses, Civilian Component and TR Status) and with all guidance provided by the Government, including, but not limited to, DOCPER and USSSO. All contractor personnel (and eligible dependents) with a place of performance in Italy are required to obtain a visa issued by an Italian Consulate prior to entering Italy; there are no exceptions.

Contractor personnel who receive TR status will be permitted to work in Italy under the terms and conditions of the SOFA and applicable AE regulations. The contractor shall not employ personnel without approved TR status under this TO in Italy unless the request has been coordinated with the DOD TPOC and FEDSIM COR and approved by the FEDSIM CO. The contractor shall ensure that all personnel, including subcontractors, are legally able to work in Italy. The Government will not become a party to any contractor residence or tax issues.

### **H.10.3 KOREA**

IC and TR status shall be governed by the U.S.-ROK SOFA as implemented by U.S. Forces Korea (USFK) Regulation 700-19 (**Section J, Attachment Z**). Additional information can be found on the U.S. Forces Korea homepage <https://www.usfk.mil/About/SOFA/>. In addition, the contractor shall also adhere to guidance provided in the Korea SOFA Guide.

TO personnel may be classified as members of the "civilian component" under Article I-(b) of the SOFA between Korea and the U.S. This classification may be available, upon application, to all of the contractor personnel who are U.S. citizens, who do not ordinarily reside in Korea, and whose presence in Korea is necessary for the execution of this TO. This classification may entitle the employee to enter Korea, pursuant to invitational orders, under Article IX of the SOFA. Contractor personnel classified as members of the "civilian component" under this Section shall be subject to all U.S. Forces regulations and directives, which pertain to the "civilian component" in Korea. The following privileges may be extended in accordance with current U.S. DoD directives, Military Base Interservice Support Agreements, and the SOFA.

- a. Entry into and exit from Korea as "exempt personnel."
- b. Duty-free import-export into and from Korea.
- c. U.S. Customs exemptions under U.S. Forces Japan (USFJ) Public Law (PL) 4-3.
- d. U.S. Customs exemptions under the Tariff Act of 1930.
- e. Army Air Force Exchange Service (AAFES), exchange service station, theater, and commissary, subject to Merchandise Control Directives to be administered through the Office of Information.
- f. Laundry and dry cleaning.
- g. Military banking facilities.
- h. Transient billeting facilities on a space available basis, not to exceed three days and three nights.
- i. Open mess (club) membership, as determined by each respective club.
- j. Casualty assistance (mortuary services) on a reimbursable basis, as specified in AFI 34-501.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

- k. Routine medical care to be provided on a reimbursable basis, in accordance with AFI 41-115.
- l. Dental care is limited to relief of emergencies on a reimbursable basis.
- m. Employment, emergency leave, and home leave-type travel and transportation for principal U.S. civilian employees and their families will be provided on a reimbursable basis, insofar as such travel and transportation entitlements do not exceed those authorized members of the U.S. civilian component. The contractor shall not be allowed space available travel privileges aboard Air Mobility Command contract or military aircraft as provided military personnel unless such person travels in a retired military status.
- n. DoD Dependent Schools (DODDS) Elementary and Secondary Education facilities on a space available, tuition-paying basis.
- o. Postal support, as authorized by DoD 4525-8AF Sup 1.
- p. Local recreation services, on a space available basis.
- q. Armed Forces Recreation Center, on a space available basis.
- r. Privately Owned Vehicle (POV) operator's license.
- s. Registration of POV.
- t. Purchase of petroleum and oil products.

Whenever the word “reimbursable” is used in the aforementioned logistic support/privileges, it means that the contractor shall pay the U.S. Government for the services rendered and/or supplies utilized.

### **H.10.4 JAPAN**

The contractor shall adhere to guidance provided in the Contractor Personnel Performing in Japan (**Section J, Attachment AA**).

## **H.11 DEPLOYMENT REQUIREMENTS**

### **H.11.1 SYNCHRONIZED PRE-DEPLOYMENT AND OPERATIONAL TRACKER (SPOT)**

The SPOT system is used to generate LOAs which define specific Government services and support all contractor personnel are authorized to receive in a deployment area (**Section J, Attachment J**). The contractor shall process LOAs in SPOT for all contractor personnel deploying under the TO and the additional documentation required with each LOA. The contractor shall fully execute all SPOT requirements. The FEDSIM COR is authorized to approve LOAs in SPOT on behalf of the FEDSIM CO.

### **H.11.2 PRE-DEPLOYMENT PROCESSING**

Contractor personnel being deployed to Hazardous Duty/Combat Zones (HD/CZs) shall report to the Government-designated CRC for pre-deployment processing. The CRC validates readiness and conducts deployment processing en route to the HD/CZ duty station. Deploying contractor personnel shall complete all pre-reporting requirements so they can deploy immediately upon completion of CRC processing. Pre-reporting requirements include, but are not limited to:

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

- a. Medical readiness.
- b. Theater-Specific Individual Readiness Training (TSIRT) certifications.
- c. Current Individual Readiness File (IRF) records needed for identification and processing.
- d. Valid passports and visas (for the longest period possible to mitigate a mid-tour break in service).
- e. Any other preparation to prevent rejection by the CRC.

Contractor personnel determined by the CRC to be non-deployable will be referred back to the contractor for disposition. If contractor personnel are determined to be non-deployable, the contractor shall be held liable for all training, travel, etc. costs incurred. Exceptions may apply, and the contractor shall submit all exception requests in writing to the FEDSIM CO and FEDSIM COR. The request shall include, at a minimum, an itemized list of the costs incurred and a rationale for the exception request. Final decisions will be made by the FEDSIM CO and FEDSIM COR. Upon completion of the contractor's tour, contractor personnel shall redeploy and out-process through the CRC. The FEDSIM CO and COR as well as the DOD TPOC must approve in writing any deployments prior to the deployment.

### **H.11.3 PASSPORTS, VISAS, AND CUSTOMS**

The contractor shall be responsible for obtaining all passports, visas, or other documents necessary to enter and/or exit any area(s) identified by the FEDSIM COR for contractor personnel. The Government will reimburse the contractor for visa costs; however, the Government will not reimburse the contractor for any costs associated with obtaining passports.

All contractor personnel shall be subject to the customs processing procedures, laws, agreements, and duties of the country to which they are deploying and the procedures, laws, and duties of the U.S. upon reentry.

The contractor shall register all personnel with the appropriate U.S. Embassy or Consulate where possible.

### **H.11.4 CONTRACTOR COMPLIANCE**

The contractor shall ensure that all contractor personnel comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DoD civilians and issued by the Theater Commander or his/her representative. This shall include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, Force Protection (FP), and safety.

The contractor shall comply, and shall ensure that all deployed personnel comply, with pertinent service and DoD directives, policies, and procedures. The contractor shall ensure compliance with all Federal statutes, judicial interpretations, and international agreements (e.g., SOFAs, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. The FEDSIM CO will resolve disputes. Host Nation laws and existing SOFAs may take precedence over TO requirements.

- a. The contractor shall take actions to ensure the professional conduct of its personnel.
- b. The contractor shall promptly resolve, to the satisfaction of the FEDSIM CO, all contractor personnel performance and conduct problems identified by the FEDSIM CO or FEDSIM COR.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

- c. The FEDSIM CO may require the contractor, at the contractor's expense, to remove or replace any individual failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

### **H.11.5 SPECIAL LEGAL CONSIDERATIONS**

Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, U.S.C., to establish Federal Jurisdiction over certain criminal offenses committed outside the U.S. by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes.

**Applicability:** This Act applies to anyone who engages in conduct outside the U.S. that would constitute an offense punishable by imprisonment for more than one year, the same as if the offense had been committed within the jurisdiction of the U.S. The person must be employed by or accompanying the Armed Forces outside the U.S.

### **H.11.6 ACCOUNTING FOR PERSONNEL**

As required by the FEDSIM CO or FEDSIM COR and based on instructions of the Theater Commander, the contractor shall report its personnel, including subcontractors, entering and/or leaving the area of operations by name, citizenship, location, Social Security Number (SSN), or other official identity document number (**Section F, Deliverable 11**).

### **H.11.7 THEATER RISK ASSESSMENT AND MITIGATION**

If a contractor individual departs an area of operations without contractor permission, the contractor shall ensure continued performance in accordance with the terms and conditions of the TO. If the contractor replaces an individual who departs without permission, the replacement is at contractor expense and must be in place within two weeks or as instructed by the FEDSIM CO.

For badging and access purposes, the contractor shall provide the FEDSIM COR a Personnel Roster (**Section F, Deliverable 42**) (this includes subcontractors and/or local vendors being used in the area of operations) with all required identification and documentation information.

The contractor shall brief its employees regarding the potential danger, stress, physical hardships, and field living conditions.

The contractor shall require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships, and field living conditions that are possible if the employee deploys in support of military operations.

### **H.11.8 FORCE PROTECTION (FP)**

While performing duties in accordance with the terms and conditions of the contract, the Service/Agency (e.g., Army, Navy, Air Force, Marine, and Defense Logistics Agency (DLA)) will provide FP to contractor employees commensurate with that given to Service/Agency civilians in the operations area. Contractor employees shall be made aware of FP provided by the Government and NOT take any actions that would put themselves in harm's way beyond what is reasonable and expected from the conditions offered by the services.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

### **H.11.9 LIVING UNDER FIELD CONDITIONS**

The Government may provide to deployed contractor employees the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, morale, welfare, and recreation services, and other available support afforded to Government civilians and military personnel in the same theater of operations.

### **H.11.10 HEALTH AND LIFE INSURANCE**

The contractor shall ensure that health and life insurance benefits provided to its deploying personnel are in effect in the theater of operations and allow traveling in military vehicles. Insurance is available under the DBA administered by the DoL.

### **H.11.11 NEXT OF KIN NOTIFICATION**

Before deployment, the contractor shall ensure that each contractor employee completes a DD Form 93 (**Section J, Attachment AB**), Record of Emergency Data Card, and returns the completed form to the designated Government official. The contractor shall be responsible for establishing a line of communication to notify and inform its employees' families of the status of the employee while he/she is deployed. The Government is responsible for ensuring that the contractor is notified of its employees' status at the earliest possible time without compromising national security. The Government reserves the right to notify families of contractor employees' status only when it is in the best interest of the Government.

### **H.11.12 RETURN PROCEDURES**

Upon notification of return, the DoD TPOC may authorize and the FEDSIM COR may approve contractor employee travel from the theater of operations to the designated individual deployment site. The contractor shall ensure that all GFP provided to contractor personnel, including subcontractors and teaming partners, is returned to Government control upon completion of the deployment. The contractor shall provide the DoD TPOC with documentation, annotated by the receiving Government official, of all equipment returns. The contractor shall be liable for any GFP not returned to the Government.

### **H.11.13 POST HARDSHIP DIFFERENTIAL AND DANGER PAY**

Post Hardship Differential (hereafter referred to as hardship) and Danger pay are allowances that provide additional compensation above basic compensation in a foreign area as determined by the DoS where civil insurrection, civil war, terrorism, or wartime conditions threaten physical harm or imminent danger to the health or well-being of the employee. The contractor shall be reimbursed for payments made to its employees for hardship and danger pay, not to exceed that paid U.S. Government civilian employees, in accordance with the provisions of the DSSR Chapter 500 – Post Hardship Differential, Chapter 650 - Danger Pay Allowance, and Section 920 - Post Classification and Payment Tables, as may be amended. Compensation shall be only applicable to the first 40 hours of effort performed per week. Hardship and danger pay may be charged as either a direct or indirect cost consistent with the contractor's CAS D/S and cost accounting system. Hardship and danger pay shall not be used as a cost basis for fee.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

### **H.12 TRAINING AND PERMITS**

The contractor shall provide personnel with the appropriate certifications and/or training to perform the functional role assigned. The Government is not responsible for providing funding or training for contractor personnel to obtain a certification and/or to take training that would otherwise be required in advance of employment to perform that functional role. Exceptions to certification and training requests may be considered when the required knowledge to perform the role advances beyond the current operational or technical environment or if the certification and training is not available to the general public. The contractor shall submit all exception requests to the FEDSIM COR and DoD TPOC for review and approval.

#### **H.12.1 REQUIRED TRAINING**

The following is a list of the required TO training for all contractor personnel including subcontractors and teaming partners. This is not an exhaustive list and is subject to change. The requirements below for taking training within 30 calendar days of the individual's start date are waived if the contractor can provide a certificate or other evidence to the FEDSIM COR that the individual has completed the training within the last 12 months. At a minimum and as applicable, all contractor personnel shall complete the following:

- a. OPSEC Level 1 Training: Per AR 530-1, Operations Security, all contractor personnel shall complete Level I OPSEC Awareness training within 30 calendar days of the individual's TO start date and annually thereafter.
- b. Antiterrorism (AT) Level I Awareness Training: All contractor personnel requiring access to U.S. installations, facilities, and controlled access areas shall complete AT Level I Awareness Training within 30 calendar days of the individual's TO start date and annually thereafter.
- c. iWATCH Training: The contractor shall brief all personnel on the local iWATCH program (training standards will be provided by the requiring activity AT Officer). This locally developed training shall be used to inform contractor personnel of the types of behavior to watch for and to instruct contractor personnel to report any suspicious activity to the Government. This training shall be completed within 30 calendar days of the individual's TO start date.
- d. IA Training: All contractor personnel requiring access to U.S. Government information systems shall complete the DoD IA Cyber Awareness Training within 30 calendar days of the individual's TO start date and annually thereafter.
- e. IA/IT certification. Per DoD 8570.01-M , DFARS 252.239.700,1 and AR 25-2, the contractor employees supporting IA/IT functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DoD 8570.01-M shall be completed upon contract award.

### **H.13 ORGANIZATIONAL CONFLICT OF INTEREST AND NON-DISCLOSURE REQUIREMENTS**

#### **H.13.1 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)**

If a contractor has performed, is currently performing work, or anticipates performing work that creates or represents an actual or potential OCI, the contractor shall immediately disclose this

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

actual or potential OCI to the FEDSIM CO in accordance with FAR Subpart 9.5. The nature of the OCI may involve the prime contractor, subcontractors of any tier, or teaming partners.

### **H.13.2 OCI MITIGATION PLAN**

Due to the work under this TO and contractor support provided for the TAK (or ETAK) SA technologies and capabilities, contractors, subcontractors of any tier, or teaming partners may be exposed to OCI. Accordingly, during execution of the TO, the contractor, subcontractors of any tier, and any teaming partners are required to submit updates to the OCI Mitigation Plan from proposal submission as part of the draft PMP contract deliverable (**Section F, Deliverable 43**) that addresses the contractor's approach to active OCI management, avoidance, and neutralization throughout the course of performance provided for this TO. The intent of the OCI Mitigation Plan is to ensure that active management of OCI minimization techniques are utilized in order to reduce the contractor's risk of preclusion from future work. The contractor shall disclose the following information to the FEDSIM CO, in its updated OCI Mitigation Plan:

- a. If a contractor has performed, is currently performing work, or anticipates performing work during the life of the TO that creates or represents an actual or potential OCI.
- b. Prime and subcontractor offerors that perform new System Engineering and Technical Assistance (SETA) work supporting TAK (or ETAK) SA technologies and capabilities or stakeholders shall explain in their OCI Mitigation Plans if and how the work impacts the MACRO TO; and, indicate if SETA employees have been firewalled, or describe other methods that were implemented to ensure potential or actual OCIs were mitigated, neutralized, avoided, or resolved.
- c. In addition to the OCI Mitigation Plan, the FEDSIM CO may require further information from the contractor. The FEDSIM CO will use all information submitted by the contractor, and any other relevant information known to GSA, to determine whether the OCI Mitigation Plan adequately avoids, neutralizes, mitigates, or resolves the actual or potential OCI.

### **H.13.3 NON-DISCLOSURE REQUIREMENTS**

If the contractor acts on behalf of, or provides advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, then the contractor shall execute and submit a Corporate Non-Disclosure Agreement (NDA) Form and Addendum (**Section J, Attachment L**) and ensure that all its personnel (including subcontractors, teaming partners, and consultants) who will be personally and substantially involved in the performance of the TO:

- a. Are instructed in the FAR 3.104 requirements for disclosure, protection, and marking of contractor bid or proposal information, or source selection information.
- b. Are instructed in FAR Part 9 for third-party disclosures when acting in an advisory capacity.

All proposed replacement contractor personnel shall also be instructed in the requirements of FAR 3.104. Any information provided by contractors in the performance of this TO or obtained from the Government is only to be used in the performance of the TO. The contractor shall put in place appropriate procedures for the protection of such information and shall be liable to the Government for any misuse or unauthorized disclosure of such information by its personnel, as defined above.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

### **H.14 ADEQUATE COST ACCOUNTING SYSTEM**

The adequacy of the contractor's accounting system and its associated internal control system, as well as contractor compliance with the CAS, affect the quality and validity of the contractor data upon which the Government must rely for its management oversight of the contractor and contract performance. The contractor's cost accounting system shall be adequate during the entire PoP and shall permit timely development of all necessary cost data in the form required by the contract.

### **H.15 APPROVED PURCHASING SYSTEM**

The objective of a contractor purchasing system assessment is to confirm it is a Government-approved purchasing system and evaluate the efficiency and effectiveness with which the contractor spends Government funds and complies with Government policy with subcontracting. A Government-audited and approved purchasing system (e.g., approved by DCAA or Defense Contract Management Agency (DCMA)) is required for the entire PoP.

When reviews are conducted of the purchasing system during the performance of the TO, the contractor shall provide the results of the review to the FEDSIM CO within ten workdays from the date the results are known to the contractor.

### **H.16 TRAVEL**

#### **H.16.1 TRAVEL REGULATIONS**

Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- a. FTR - prescribed by the GSA, for travel in the contiguous U.S.
- b. JTR, Volume 2, DoD Civilian Personnel, Appendix A - prescribed by the DoD, for travel in AK, HI, and outlying areas of the U.S.
- c. DSSR (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas" - prescribed by the DoS, for travel in areas not covered in the FTR or JTR.

As all contractor personnel are DoD-sponsored contractor personnel, the contractor shall ensure that all official and leisure travel complies with the requirements stipulated in the DoD Foreign Clearance Guide (FCG), host-country-specific requirements (e.g., BACO-90 ("Request for Confirmation of Exemption from the Requirement to Obtain a Work Permit") in Germany), and other applicable regulations.

#### **H.16.2 TRAVEL AUTHORIZATION REQUESTS (TAR)**

Before undertaking long-distance travel to any Government site or any other site in performance of this TO, the contractor shall have this long-distance travel approved by, and coordinated with, the FEDSIM COR. Notification shall include, at a minimum, the number of persons in the party, traveler name, destination, duration of stay, purpose, and estimated cost. Prior to any long-distance travel, the contractor shall prepare a TAR (**Section J, Attachment M**) (**Section F, Deliverable 44**) for Government review and approval. Long-distance travel lasting 30 days or less will be reimbursed for cost of travel comparable with the FTR, JTR, or DSSR. Long-

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

distance travel lasting 31 days or more will be reimbursed in accordance with the procedures outlined in Section H.16.3.

Requests for long-distance travel approval shall at a minimum:

- a. Be prepared in a legible manner.
- b. Include a description of the travel proposed including a statement as to purpose.
- c. Be summarized by traveler.
- d. Identify the TO number.
- e. Identify the CLIN and TDL associated with the travel.
- f. Contain the following:
  1. Itinerary containing date(s), time(s), and locations of origin and departure.
  2. Name of each contractor employee, company, and position title traveling.
  3. Organization to be visited (if applicable).
  4. Purpose of travel.
  5. Specific estimated costs (including airfare, rental car, lodging, transportation, parking, mileage, fuel, etc.) and applicable indirect cost rates.
  6. Date the request to travel was communicated to the contractor from the Government.
- g. Be submitted at least 14 days in advance of the travel or within 48 hours of Government notification of travel, whichever is sooner, to permit review and approval by the Government.
- h. Status of remaining CLIN and TDL funding.

The contractor shall use only the minimum number of travelers and rental cars needed to accomplish the task(s). Long-distance travel shall be scheduled during normal duty hours whenever possible.

### **H.16.3 FLAT RATE PER DIEM FOR LONG-TERM TEMPORARY DUTY (TDY)**

In order to encourage contractors to take advantage of cost-saving opportunities available for long-term travel, contractors performing TDY for more than 30 days in one location (CONUS and OCONUS) will receive a flat rate per diem. The following rules apply:

- a. On the travel day to the TDY location, the contractor receives up to 100 percent lodging per diem at the locality rate and 75 percent Meals and Incidental Expenses (M&IE).
- b. For long-term TDY lasting 31 -180 days (in a single location), the authorized flat rate is 75 percent of the locality rate (lodging plus M&IE) payable for each full day of TDY at that location.
- c. For long-term TDY of 181 days or greater (in a single location), the authorized flat rate is 55 percent of the locality rate (lodging plus M&IE) payable for each full day of TDY at that location. Normally, TDY over 180 days will be prohibited but may be authorized by the FEDSIM CO and FEDSIM COR when justified.
- d. When using a flat rate per diem, contractors are not required to submit a lodging receipt but are required to validate to the DOD TPOC and FEDSIM COR that they did incur lodging costs.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

If the contractor is unable to find suitable commercial lodging at the reduced per diem rate, it should contact the FEDSIM COR. If both the contractor and the FEDSIM COR determine that lodging is not available at the reduced per diem rate, the FEDSIM COR may then authorize actual cost lodging (not to exceed the locality per diem rate). However, the contractor will receive M&IE at the reduced rate (75 percent for TDY of 31-180 days and 55 percent for TDY of 181+ days).

### **H.17 MATERIALS AND EQUIPMENT AND ODCs**

The Government may require the contractor to purchase Materials and Equipment and ODCs, including hardware, software, and related supplies critical and related to the services being acquired under the TO. Such requirements will be identified at the time the TOR is issued or may be identified during the course of a TO by the Government or the contractor. If the contractor initiates a purchase within the scope of this TO, the contractor shall submit to the FEDSIM COR a RIP (**Section J, Attachment N**). If the prime contractor is to lose an approved purchasing system, the contractor shall submit to the FEDSIM CO a CTP (**Section J, Attachment O**). The RIP or CTP shall:

- a. Be prepared in a legible manner.
- b. Include the purpose of the purchase.
- c. Specify the items being purchased.
- d. Show the estimated cost of the purchase.
- e. Include a cost comparison.
- f. Show the rationale behind the purchase.
- g. Include relevant financial data by CLIN and TDL.

The contractor shall not make any purchases without an approved RIP from the FEDSIM COR or an approved CTP from the FEDSIM CO and without complying with the requirements of Section H.18.2.

### **H.18 COMMERCIAL SUPPLIER AGREEMENTS**

**H.18.1** The Government understands that commercial software tools that may be purchased in furtherance of this TO as described in Section C and as contemplated in the Materials and Equipment and ODCs CLINs in Section B.4 may be subject to commercial agreements which may take a variety of forms, including without limitation licensing agreements, terms of service, maintenance agreements, and the like, whether existing in hard copy or in an electronic or online format such as “clickwrap” or “browsewrap” (collectively, “Supplier Agreements”). The contractor shall provide all applicable Supplier Agreements to the FEDSIM CO prior to purchase and shall cooperate with the Government in negotiating suitable terms to comply with this Section which shall be “specific rights” pursuant to DFARS 227.7202-3.

**H.18.2** The contractor shall ensure that any proposed Supplier Agreements allow the associated software and services to be used as necessary to achieve the objectives of this TO. The contractor shall provide all applicable Supplier Agreements to the FEDSIM CO prior to purchase and shall cooperate with the Government, including negotiations with the licensor as appropriate, to ensure compliance with this Section. Without limiting the generality of the foregoing, a compliant Supplier Agreement shall permit all of the following at no extra charge to the Government: (a) access and use by support contractors, including a successor contractor upon termination or Task Order Request 47QFCA20R0022

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

expiration of this TO; and (b) access and use by employees of other Federal, state, and local law enforcement agencies.

### **H.19 PRESS/NEWS RELEASE**

The contractor shall not make any press/news release pertaining to this procurement without prior Government approval and only in coordination with the FEDSIM CO.

### **H.20 INTELLECTUAL PROPERTY RIGHTS**

The existence of any patent, patent application or other intellectual property right that encumbers any deliverable must be disclosed in writing on the cover letter that accompanies the delivery. If no such disclosures are provided, the data rights provisions in DFARS 252.227-7013 and 252.227-7014 apply.

### **H.21 AWARD FEE**

See the AFDP in **Section J, Attachment I**.

### **H.22 CONTRACTOR IDENTIFICATION**

As stated in 48 Code of Federal Regulations (CFR) 211.106, Purchase Descriptions for Service Contracts, contractor personnel shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and by displaying distinguishing badges or other visible identification for meetings with Government personnel. Contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

### **H.23 NATIONAL SECURITY AGENCY REQUIREMENTS**

Technologies for DoD shall be procured in accordance with Committee on National Security Systems Policies (CNSSP) No. 11, “National Policy Governing the Acquisition of Information Assurance and IA-Enabled Information Technology Products.” In addition, technologies shall be procured which have been validated by Common Criteria Testing Labs, in accordance with the National IA Partnership (NIAP) Protection Profiles (PPs). Where a PP exists but the desired product has not been validated against it, the Government shall direct the desired vendor to have its product validated against the appropriate, corresponding PP. For National Security Systems (NSS) where classified data is being protected at rest or in transit by commercial products, technologies from the Commercial Solutions for Classified (CSfC) Components List shall be used, in accordance with NSA’s published CSfC Capability Packages. Capability Packages and the CSfC Components List can be found by visiting the following website:

<https://www.nsa.gov/resources/everyone/csfc/>

NIAP-validated products can be found at the following NIAP website:

<https://www.niap-ccevs.org/Product>

### **H.24 LEASING**

All leasing requirements specified in the OASIS Pool 3 basic contract apply to this TO. If leasing occurs under this TO, the Government will not be the Lessee. Prior to entering into any leasing agreement, the contractor shall coordinate with the FEDSIM COR and the DoD TPOC and have Task Order Request 47QFCA20R0022

PAGE H-20

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

an approved RIP from the FEDSIM COR. Under no circumstances will the Government be deemed to have privity-of-contract with the Owner/Lessor of the Leased Items; or, will the Government be held liable for early termination/cancellation damages if the Government decides not to exercise an option period under a TO .

## SECTION I – CONTRACT CLAUSES

### **I.1 TASK ORDER CLAUSES**

All applicable and required clauses set forth in FAR 52.301 automatically flow down to all OASIS TOs, based on their specific contract type (e.g., cost, fixed-price, etc.), statement of work, competition requirements, commercial or not commercial, and dollar value as of the date the TO solicitation is issued.

### **I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This TO incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the FEDSIM CO will make their full text available. Also, the full text of a clause may be accessed electronically at the FAR website:

<http://www.acquisition.gov/far/>

FAR Part 12 commercial clauses do not apply to this TO.

<b>FAR</b>	<b>TITLE</b>	<b>DATE</b>
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	May 2014
52.203-14	Display of Hotline Poster(s) (fill in or provide link to client's posters)	Oct 2015
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Jan 2017
52.204-2	Security Requirements	Aug 1996
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	Jun 2016
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	Jul 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	Aug 2019
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Oct 2015
52.211-5	Material Requirements	Aug 2000
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	Aug 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	Oct 2010
52.215-23	Limitations on Pass-Through Charges	Oct 2009
52.216-7	Allowable Cost and Payment Fill-in: (a)(3) See Section G	Jun 2013
52.219-13	Notice of Set-Aside or Orders	Nov 2011

## SECTION I – CONTRACT CLAUSES

<b>FAR</b>	<b>TITLE</b>	<b>DATE</b>
52.222-1	Notice to the Government of Labor Disputes	Feb 1997
52.222-2	Payment for Overtime Premiums Fill-in: (a) 0	Jul 1990
52.222-26	Equal Opportunity	Apr 2015
52.222-29	Notification of Visa Denial	Apr 2015
52.222-54	Employment Eligibility Verification	Oct 2015
52.223-6	Drug-Free Workplace	May 2001
52.223-16	Acquisition of EPEAT-Registered Personal Computer Products	Oct 2015
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.225-1	Buy American Act-Supplies	May 2014
52.225-13	Restrictions on Certain Foreign Purchases	Jun 2008
52.227-1	Authorization and Consent	Dec 2007
52.227-14	Rights in Data—General	May 2014
52.227-23	Rights to Proposal Data (Technical)	Jun 1987
52.228-7	Insurance – Liability to Third Persons	Mar 1996
52.232-19	Availability of Funds for the Next Fiscal Year	Apr 1984
52.232-20	Limitation of Costs	Apr 1984
52.232-22	Limitation of Funds	Apr 1984
52.232-23	Assignment of Claims	May 2014
52.232-25	Prompt Payment	Jul 2013
52.232-25	Prompt Payment--Alternate I	Feb 2002
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Dec 2013
52.233-1	Disputes	May 2014
52.233-3	Protest after Award--Alternate I	June 1985
52.237-3	Continuity of Services	Jan 1991
52.239-1	Privacy or Security Safeguards	Aug 1996
52.242-4	Certification of Final Indirect Costs	Jan 1997
52.242-15	STOP-WORK ORDER	Aug 1989
52.242-15	Stop-Work Order- Alternate I	Apr 1984
52.243-2	Changes—Cost Reimbursement--Alternate I	Apr 1984
52.243-6	Change Order Accounting	Apr 1984
52.243-7	Notification of Changes	Apr 1984
52.244-5	Competition in Subcontracting	Dec 1996
52.244-6	Subcontracts for Commercial Items	Feb 2016
52.245-1	Government Property	Apr 2012

## SECTION I – CONTRACT CLAUSES

<b>FAR</b>	<b>TITLE</b>	<b>DATE</b>
52.246-3	Inspection of Supplies -- Cost-Reimbursement	May 2001
52.246-5	Inspection of Services - Cost-Reimbursement	Apr 1984
52.247-14	Contractor Responsibility for Receipt of Shipment	Apr 1984
52.247-67	Submission of Transportation Documents for Audit Fill-in: COR, see Section G	Feb 2006
52.249-6	Termination (Cost-Reimbursement)	May 2004
52.249-14	Excusable Delays	Apr 1984

### **I.2.1 FAR CLAUSES INCORPORATED BY FULL TEXT**

#### **FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the period of performance.

(End of clause)

#### **FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- a. The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended contract shall be considered to include this option clause.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of clause)

#### **FAR 52.244-2 SUBCONTRACTS (OCT 2010)**

- a. Definitions. As used in this clause—  
“Approved purchasing system” means a contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)  
“Consent to subcontract” means the Contracting Officer’s written consent for the contractor to enter into a particular subcontract.  
“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contractor a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

## SECTION I – CONTRACT CLAUSES

- b. When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.
- c. If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-
  - 1. Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
  - 2. Is fixed-price and exceeds—
    - i. For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or five percent of the total estimated cost of the contract; or
    - ii. For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.
- d. If the contractor has an approved purchasing system, the contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: **In support of CLIN X001 – Labor.**
- e. 1. The contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:
  - i. A description of the supplies or services to be subcontracted.
  - ii. Identification of the type of subcontract to be used.
  - iii. Identification of the proposed subcontractor.
  - iv. The proposed subcontract price.
  - v. The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
  - vi. The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
  - vii. A negotiation memorandum reflecting –
    - A. The principal elements of the subcontract price negotiations;
    - B. The most significant considerations controlling establishment of initial or revised prices;
    - C. The reason certified cost or pricing data were or were not required;
    - D. The extent, if any, to which the contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
    - E. The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

## SECTION I – CONTRACT CLAUSES

- F. The reasons for any significant difference between the contractor's price objective and the price negotiated; and
  - G. A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
2. The contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
- f. Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the contractor's purchasing system shall constitute a determination –
    - 1. Of the acceptability of any subcontract terms or conditions;
    - 2. Of the allowability of any cost under this contract; or
    - 3. To relieve the contractor of any responsibility for performing this contract.
  - g. No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
  - h. The contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the contractor, may result in litigation related in any way to this contract, with respect to which the contractor may be entitled to reimbursement from the Government.
  - i. The Government reserves the right to review the contractor's purchasing system as set forth in FAR Subpart 44.3.
  - j. Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:
- (End of Clause)

### **52.229-8 TAXES – FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)**

- a. Any tax or duty from which the United States Government is exempt by agreement with the Government of any nation within the AOR of AFRICOM, CENTCOM, EUCOM, NORTHCOM, INDOPACOM, and SOUTHCOM - or from which the Contractor or any subcontractor under this contract is exempt under the laws of any nation within the AOR of AFRICOM, CENTCOM, EUCOM, NORTHCOM, INDOPACOM, and SOUTHCOM - shall not constitute an allowable cost under this contract.
- b. If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of clause)

## SECTION I – CONTRACT CLAUSES

### **I.3 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM), CLAUSES INCORPORATED BY REFERENCE**

The full text of a clause may be accessed electronically at the GSAM website:

<https://www.acquisition.gov/gsam/gsam.html/>

<b>GSAM</b>	<b>TITLE</b>	<b>DATE</b>
552.212-4	Contract Terms and Conditions-Commercial Items (Alternate II) (FAR Deviation)	Jul 2015
552.212-71	Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items	Jun 2016
552.215-70	Examination of Records by GSA	Jun 2016
552.232-25	Prompt Payment	Nov 2009
552.232-39	Unenforceability of Unauthorized Obligations (FAR Deviation)	Feb 2018
552.232-78	Payment Information	Jul 2000

### **I.4 DFARS CLAUSES INCORPORATED BY REFERENCE**

The full text of a clause may be accessed electronically at Defense Pricing and Contracting website:

[www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html](http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html)

<b>DFARS</b>	<b>TITLE</b>	<b>DATE</b>
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	Sep 2011
252.203-7001	Prohibition On Persons Convicted Of Fraud Or Other Defense-Contract-Related Felonies	Dec 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	Sep 2013
252.204-7000	Disclosure of Information	Oct 2016
252.204-7003	Control of Government Personnel Work Product	Apr 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	Oct 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	Dec 1991
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism	Oct 2015
252.216-7005	Award Fee	Feb 2011
252.222-7002	Compliance with Local Labor Laws (Overseas)	Jun 1997
252.223-7004	Drug-Free Work Force	Sep 1988
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials—Basic	Sep 2014
252.225-7001	Buy American Act and Balance of Payments Program	Dec 2017
252.225-7002	Qualifying Country Sources as Subcontractors	Dec 2017

## SECTION I – CONTRACT CLAUSES

<b>DFARS</b>	<b>TITLE</b>	<b>DATE</b>
252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies	Dec 2018
252.225-7012	Preference for Certain Domestic Commodities	Dec 2017
252.225-7013	Duty-Free Entry	May 2016
252.225-7021	Trade Agreements — Basic	Sep 2019
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	Oct 2015
252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States	Jun 2015
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7976	Contractor Personnel Performing in Japan (DEVIATION 2018-O0019)	AUG 2018
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data — Noncommercial Items Fill in: (e)(3): No assertions	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation Fill in: (e)(3): No assertions	FEB 2014
252.227-7015	Technical Data-Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions. Fill-in: (d). No assertions.	JAN 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data—Withholding of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.239-7018	Supply Chain Risk	FEB 2019
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	DEC 2017
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017

SECTION I – CONTRACT CLAUSES

<b>DFARS</b>	<b>TITLE</b>	<b>DATE</b>
252.246-7001	Warranty of Data	MAR 2014
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	AUG 2016
252.246-7008	Sources of Electronic Parts	MAY 2018
252.251-7000	Ordering From Government Supply Sources	AUG 2012

## SECTION J – LIST OF ATTACHMENTS

### **J.1 LIST OF ATTACHMENTS**

The following attachments are attached, either in full text or electronically at the end of the TOR.

<b>ATTACHMENT</b>	<b>TITLE</b>
A	COR Appointment Letter
B	TOR Acronym List
C	Incremental Funding Chart (electronically attached .xls) (Updated at TOA)
D	Problem Notification Report (PNR) Template
E	Data Item Description (See below)
E-1	Software Development Plan
E-2	Software Requirements Specifications
E-3	Software Design Description
E-4	Software Test Plan
E-5	Test Procedures
E-6	Software Product Specifications
E-7	Software User Manual
E-8	Software Quality Assurance Report
F	Monthly Status Report (MSR) Template
G	Trip Report Template
H	Deliverable Acceptance-Rejection Report Template
I	Award Fee Determination Plan (AFDP) (DRAFT)
J	SPOT Guidance
K	Organizational Conflict of Interest (OCI) Statement
L	Corporate Non-Disclosure Agreement (NDA)
M	Travel Authorization Request (TAR) Template (electronically attached .xls)
N	Request to Initiate Purchase (RIP) Template (electronically attached .xls)
O	Consent to Purchase (CTP) Template (electronically attached .xls)
P	Project Scenario
Q	Cost/Price Excel Workbook (To be removed at time of award)
R	Project Staffing Plan Template (To be removed at time of award)
S	Key Personnel Qualification Matrix (KPQM) (To be removed at time of award)
T	Corporate Experience Template (To be removed at time of award)
U	Letter of Commitment Template (To be removed at time of award)
V	Offeror Question and Answer (Q&A) Template (To be removed at time of award)

SECTION J – LIST OF ATTACHMENTS

W	OASIS Labor Categories
X	Draft DoD (DD) 254 (electronically attached .pdf)
Y	Draft DD 254 Addendum
Z	U.S. Forces Korea (USFK) Regulation 700-19
AA	Contractor Personnel Performing in Japan Attachment
AB	DD Form 93

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF  
OFFERORS OR RESPONDENTS

**K.1 REPRESENTATION PROVISION AND CLAUSE INCORPORATED BY  
REFERENCE**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at website:

<https://www.acquisition.gov>

DFARS	TITLE	DATE
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.209-7998	Representation Regarding Conviction of a Felony Criminal Violation under any Federal or State Law (Class Deviation 2012-O0007)	JUN 2016
252.209-7999	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law (Class Deviation 2012-O0004)	JUN 2016
252.225-7042	Authorization to Perform	APR 2003

**K.1.1 REPRESENTATION PROVISION AND CLAUSE PROVIDED IN FULL TEXT**

**FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)**

- (a) *Definitions.* As used in this provision—
- “Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
- (b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—
- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (c) *Representation.* The Offeror represents that—

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF  
OFFERORS OR RESPONDENTS

It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(d) *Disclosures.* If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer

- (1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
- (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;
- (3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and
- (4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

**FAR 52.204-26 Covered Telecommunications Equipment or Services Representation (Dec 2019)**

- (a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
- (b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.
- (c) *Representation.* The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### **L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the FEDSIM CO will make the full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation of offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<https://www.acquisition.gov/far>

<https://www.acquisition.gov/gsam/gsam.html/>

<https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

<b>FAR</b>	<b>TITLE</b>	<b>DATE</b>
52.215-1	Instructions to Offerors-Competitive Acquisition	JAN 2017
52.215-22	Limitations on Pass-Through Charges—Identification of Subcontract Effort	OCT 2009
52.217-5	Evaluation of Options	JUL 1990
52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran—Representations and Certifications	AUG 2018
52.232-38	Submission of Electronic Funds Transfer Information with Offer	JUL 2013
52.237-10	Identification of Uncompensated Overtime	MAR 2015
<b>GSAM</b>	<b>TITLE</b>	<b>DATE</b>
552.239-70	Information Technology Security Plan and Security Authorization	JUN 2011

<b>DFARS</b>	<b>TITLE</b>	<b>DATE</b>
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

#### **L.1.1 SOLICITATION PROVISIONS PROVIDED IN FULL TEXT:**

##### **FAR 52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Alternate IV (OCT 2010)**

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below:

All data required to be submitted as part of the offeror's proposal is described in Sections L.5, L.6, and L.7 of this solicitation. The offeror must use the formats for submission of data

## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

prescribed in these sections. By submitting a proposal, the offeror grants the FEDSIM CO or an authorized representative the right to examine records that formed the basis for the pricing proposal. That examination can take place at any time before award. It may include those books, records, documents, and other types of factual data (regardless of form or whether the data are specifically referenced or included in the proposal as the basis for pricing) that will permit an adequate evaluation of the proposed price.

(End of provision)

### **L.2 GENERAL INSTRUCTIONS**

- a. The offeror is expected to examine this entire solicitation document including the Master/Basic Contract. Failure to do so will be at the offeror's own risk.
- b. The Government may make award based on initial offers received, without discussion of such offers. Proposals shall set forth full, accurate, and complete information as required by this solicitation package (including attachments listed in Section J). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.
- c. An offeror submitting restricted data shall mark it as follows in accordance with the FAR 52.215-1, Instructions to Offerors - Competitive Acquisition, which is incorporated by reference. FAR clause 52.215-1(e) states: "Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall –
  - (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and
  - (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."
- d. The Government assumes no liability for disclosure or use of unmarked data and may use or disclose the data for any purpose. Unless restricted, information submitted in response to this request may become subject to disclosure to the public pursuant to the provisions of the FOIA (5 U.S.C. 552).
- e. This procurement is conducted under the procedures of FAR Subpart 16.5. The policies and procedures of FAR Subpart 15.3 do not apply.

### **L.3 GENERAL INFORMATION**

The total estimated CPAF of the TO is between \$534,429,000 and \$562,557,000. The estimate does not include Materials and Equipment, ODCs, Long-Distance Travel, or CAF. Any proposal that is not within this range shall include an explanation that specifically draws the

## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Government's attention to any unique technical aspects of the proposal the offeror would like the Government to consider as the justification for the deviation from the range.

Proposals shall be valid for a period of not less than 120 calendar days from the date of delivery. **For proposal purposes only**, offerors shall use a PS date of September 1, 2020.

### **L.3.1 AVAILABILITY OF EQUIPMENT AND SOFTWARE**

All commercial hardware and software proposed in response to this solicitation document shall have been formally announced for general release on or before the closing date of the solicitation. Failure to have equipment or software announced prior to submission of proposal may render the offeror's proposal NOT ACCEPTABLE.

All commercial and noncommercial hardware and software proposed in response to this solicitation document shall **not** have been formally announced as at its end of life or end of technical support by its publisher or licensor. Proposal of commercial or noncommercial hardware and software that is at its end of life may render the offeror's proposal NOT ACCEPTABLE.

### **L.3.2 CONTRACTOR SUPPORT DURING TECHNICAL EVALUATION**

The Government expects to have contractor support during the evaluation from Hive Group. The prime offeror is encouraged to sign a Non-Disclosure Agreement (NDA) with Hive Group for its submission. NDAs submitted by a prime offeror will be considered as including any subcontractors in the offeror's proposal; subcontractors should not submit separate NDAs (i.e., there should be only one NDA per team).

An offeror that chooses to enter into an NDA with Hive Group shall coordinate with and submit its corporate NDA to the POC listed below, specifically referencing this solicitation's number and title in the NDA's scope. If an NDA is signed, the NDA shall be submitted with the proposal Part II submission. Hive Group is prohibited from proposing on any work related to MACRO. This instruction is not evaluated under Section M.

Hive Group

POC: Will Fortier, Project Manager

Address: 8281 Greensboro Dr. #430, McLean, VA 22102

Telephone: 202-321-7011

Email: wfortier@hive-llc.com

### **L.4 SUBMISSION OF OFFERS**

Each offer shall be provided to the Government in four parts. The offeror shall submit each Part separately. The submission shall contain the following:

- a. Part I – Preliminary Written Cost/Price Proposal Information
- b. Part II – Remainder of Written Cost/Price Proposal
- c. Part III – Written Technical Proposal
- d. Part IV – Video Technical Proposal Presentation and Oral Question and Answer (Q&A) Session

The offeror shall submit each Part separately on the due dates indicated on the Cover Letter.

Task Order Request 47QFCA20R0022

PAGE L-3

## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Unless otherwise specified, one page is one side of a U.S. Letter size (8.5" x 11") piece of paper. All electronic files shall be in MS Word, PowerPoint, PDF, or Excel formats. Any documents provided in Section J, List of Attachments, shall be submitted using the same file format (e.g., Project Staffing Plan shall be submitted in Excel file format using the Excel template provided); this includes the same font size and margins as the document provided. Excel files must maintain margins of no less than 0.7 inches, and PowerPoint files must maintain margins of no less than 0.5 inches. Proposal pages must maintain 12 point Times New Roman font and be single spaced, with the exception of charts/graphics/tables. Charts/graphics/tables must maintain a minimum of ten point Times New Roman font, including in the Part IV slides. Charts/graphics/tables embedded in the proposal will count toward page limitations. Headers and footers may be of a font larger than 12 point, but shall not be smaller than ten point font. Ledger size (11" x 17") format may be used in the Project Staffing Plan. A single side of an 11" x 17" format will be counted as two pages where page limitations apply. Items such as a Title Page, Table of Contents, Cover Letter, List of Figures, and Acronym Lists are excluded from the page counts below, unless they are inclusive of a document (e.g., a table of contents within the Transition-In Plan), in which case it would count toward the stated page limitations. PDF files will be allowed for executed documents such as Letters of Commitment.

**Any pages submitted beyond the page limitations will be removed and not evaluated.**

### **L.5 SUBMISSION OF THE WRITTEN COST/PRICE PROPOSAL (PARTS I and II)**

Audits may be performed by DCAA on the offeror and all subcontracts. Cost/Price Proposals shall meet the DCAA audit submittal requirements. The offeror shall fully support all proposed costs/prices. An offeror's proposal is presumed to represent the offeror's best efforts in response to the solicitation. Any inconsistency, whether real or apparent, between promised performance and cost/price, shall be explained in the proposal.

The offeror shall provide adequate information, which will allow the Government to perform a cost realism analysis. Pursuant to FAR 15.404-1(d)(1), cost realism analysis is defined as:

“...the process of independently reviewing and evaluating specific elements of each offeror's proposed cost estimate to determine whether the estimated proposed cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the unique methods of performance and materials described in the offeror's technical proposal.”

As indicated in Section L.1.1 under FAR clause 52.215-20, a description of the data required to be submitted with the offeror's proposal in order to facilitate the cost realism analysis is provided below in Section L.5.2.4.

Written Cost/Price Proposals shall be submitted electronically via the method indicated in the solicitation Cover Letter. The offeror shall submit all proposed costs/prices using MS Excel software utilizing the formats without cells locked and including all formulas. The offeror shall include adequate information, which will allow the Government to perform the required Cost Realism analysis.

**The offeror shall not include any cost/price data in Parts III and IV of the proposal.**

**L.5.1 PRELIMINARY WRITTEN COST/PRICE PROPOSAL INFORMATION  
(PART I)**

Part I contains the Preliminary Written Cost/Price Proposal information. The offeror shall provide a Cover Letter that identifies a POC, Data Universal Numbering System (DUNS) number, Commercial and Government Entity (CAGE) code, and OASIS contract number. This volume shall contain the following:

- a. Contract Registration (Tab A)
- b. Current Forward Pricing Rate Agreements or Recommendations (Tab B)
- c. Management Systems (Adequate Cost Accounting, Approved Purchasing Systems, and any other systems as applicable to this requirement) (Tab C)
- d. CAS Disclosure Statement (D/S) (Tab D)
- e. Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment and application information required by clauses (Tab E)

**L.5.1.1 CONTRACT REGISTRATION (TAB A)**

The offeror shall submit a statement that the contract vehicle under which this proposal is being submitted has been registered in ASSIST and that all information in ASSIST is up-to-date. ASSIST can be accessed by visiting the following webpage:

<https://portal.fas.gsa.gov/assist-web/registration/contractor/search>

**L.5.1.2 CURRENT FORWARD PRICING RATE AGREEMENTS OR  
RECOMMENDATIONS (TAB B)**

The offeror shall submit all forward pricing rate agreements or recommendations including that of the prime contractor, any cost-type subcontractors, and/or proposed joint venture.

Cost-type subcontractors may submit proprietary data directly to the FEDSIM CO or through the prime contractor in a separate, sealed envelope. Forward pricing rate agreements or recommendations are due at the same time and date as the prime offeror submission.

If the offeror proposes any cost-type subcontracts with businesses that do not have forward pricing rate agreements or recommendations, the offeror shall provide in its submission the following information for each applicable cost-type subcontractor:

- a. Historical information for each indirect cost rate pool and the applicable base for the past four years. The projections shall include the assumptions applied.
- b. A cost narrative that describes the corporate approach to cost accounting, how indirect costs are applied to direct costs, and a description of its accounting system's ability to segregate costs appropriately.

**L.5.1.3 MANAGEMENT SYSTEMS (ADEQUATE COST ACCOUNTING AND  
APPROVED PURCHASING SYSTEM) (TAB C)**

- a. The offeror shall describe all applicable management systems (i.e., accounting, estimating, purchasing).
- b. The offeror shall specifically include the date of the last DCAA/DCMA (or other cognizant Federal agency, if small business) cost accounting system and purchasing

## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

system audits, a copy of the results of the audits, audit report number, and date determined adequate. This shall include verification in a form acceptable to the Government of the currently determined adequate systems (e.g., copy of most recent Government purchasing system approval and Government Cost Accounting System adequacy letter).

- c. The offeror shall include the name, office, and phone number of its cognizant DCAA/Government audit agency and DCMA/Government Administrative Contracting Officers (ACO) who are responsible for any cost accounting and purchasing system reviews of the contractor.

### **L.5.1.4 COST ACCOUNTING STANDARDS (CAS) DISCLOSURE STATEMENT (D/S) (TAB D)**

The offeror shall include a copy of the CAS D/S. Also, the offer shall state the adequacy of D/S, date audited, audit report number, date determined adequate by ACO, and include any non-compliances with CAS.

### **L.5.1.5 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (TAB E)**

The offeror shall respond in accordance with the provision in FAR 52.204-24 under Section K.

### **L.5.2 REMAINDER OF WRITTEN COST/PRICE PROPOSAL (PART II)**

Part II is the Remainder of Written Cost/Price Proposal and shall contain the following:

- a. Solicitation, Offer and Award (SF33) (Tab F)
- b. OCI Statement and NDA (Tab G)
- c. Section B – Supplies or Services and Prices/Costs (Tab H). Do not include cost/price for six-month extension period authorized by FAR clause 52.217-8.
- d. Cost/Price Supporting Documentation (Tab I)
- e. Subcontractor Supporting Documentation (Tab J)
- f. Cost/Price Assumptions (Tab K)
- g. Pass/Fail Elements (Tab L)

#### **L.5.2.1 SOLICITATION, OFFER AND AWARD (SF 33) (TAB F)**

When completed and signed by the offeror, SF 33, "Solicitation, Offer and Award," constitutes the offeror's acceptance of the terms and conditions of the proposed TO. Therefore, the form must be executed by representatives of the offeror authorized to commit the offeror to contractual obligations. The offeror shall sign the SF 33 in Block 17.

The authorized negotiator or the signatory of the SF 33 will be notified of the date and time of the Oral Q&A session. The offeror shall provide the name of the individual, the position title, telephone number, fax number, and email address of that individual.

#### **L.5.2.2 OCI STATEMENT (TAB G)**

The offeror and each subcontractor, consultant, and teaming partner involved in proposal development shall complete and sign an OCI Statement (**Section J, Attachment K**). The

## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

contractor must represent either that (1) it is not aware of any facts which create any actual or potential OCI relating to the award of this contract, or (2) it has included information in its proposal, providing all current information bearing on the existence of any actual or potential OCI. This includes providing a copy of the existing mitigation plan from the relevant awarded contract(s) within Tab G.

In addition to the mitigation plan, the FEDSIM CO may require further information from the contractor. The FEDSIM CO will use all information submitted by the contractor, and any other relevant information known to GSA, to determine whether an award to the contractor may take place, and whether the mitigation plan adequately avoids, neutralizes, or mitigates the OCI. If any such conflict of interest is found to exist, the FEDSIM CO may determine that the conflict cannot be avoided, neutralized, mitigated, or otherwise resolved to the satisfaction of the Government, and the contractor may be found ineligible for award. Alternatively, the FEDSIM CO may determine that it is otherwise in the best interest of the U.S. to contract with the contractor and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded.

Due to the current SETA support provided for the DoD TAK (or ETAK) SA technologies and capabilities in whole or in part, the FEDSIM CO has identified actual or potential OCI concerns in accordance with FAR Subpart 9.5. These concerns are associated with contractors who provided the SETA support within the last two years from the date of MACRO TOR issuance, including technical direction, development of SOW or PWS, and data access to or input for the Independent Government Cost Estimate (IGCE) influencing the MACRO TO services. Contractors who have provided SETA support consistent with the description identified in this Section shall be deemed ineligible for TOA.

If an offeror enters into an NDA with Hive Group, the offeror may include the signed agreement in Tab G.

### **L.5.2.3 SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS (TAB H)**

The offeror shall indicate the cost/price to be charged for each item in **Section B** rounded to the nearest whole dollar. The offeror shall insert NTE indirect/material handling ceiling rates in accordance with Section B.5.2.

As a supplement to the summary information provided in Section B, the offeror shall provide full back-up documentation for the Labor CLINs for each PoP and each task area using the provided Cost/Price Excel Workbook (**Section J, Attachment Q**). The offeror shall complete all worksheets in the Cost/Price Excel Workbook in accordance with the instructions provided in the Cost/Price Excel Workbook. **The offeror shall not lock any cells and the offeror shall ensure all calculation formulas are included in order to effectively show the cost build up in the Cost/Price Excel Workbook.** The back-up documentation shall include a summary total for each element of cost (e.g., direct labor, OH, G&A, Facilities Capital Cost of Money (FCCM), fee, etc.).

### **L.5.2.4 COST/PRICE SUPPORTING DOCUMENTATION (TAB I)**

The cost/price supporting documentation is required to enable the Government to perform cost or price analysis. The offeror shall provide the following cost/price supporting documentation:

- a. Cost Narrative:

## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

1. The offeror shall provide a detailed cost narrative, which explains the processes and methodologies used to develop its cost/price proposal. This includes, but is not limited to, the estimating methodology used by the offeror to estimate direct labor and subcontractor labor, explanation of the application of indirect rates, planning assumptions used in the development of the cost estimate, etc.
  2. The offeror shall also include a crosswalk of its labor categories, basis of cost element, weightings, and explanations to those in the solicitation.
  3. The offeror shall specifically indicate in its narrative any applicable Uncompensated Overtime Policy and how such policy affects the hourly direct labor rates and Full-Time Equivalent (FTE) hours being proposed during any TO year.
- b. Indirect Rate Information:
1. The offeror shall break out all proposed indirect rates (OH, Fringe, G&A, etc.) by CLIN, by each applicable TO period, and by task area.
  2. The offeror shall clearly identify the cost base from which each proposed indirect rate is being applied.
  3. Historical indirect rates (unburdened) shall be provided (OH, Fringe, G&A, etc.) for the last four years inclusive of appropriate explanations for any major increases and decreases in the rates between years.
- c. Direct Labor Rate Information:
1. The offeror shall provide the base direct labor rate (unburdened) for all proposed labor categories (Key and non-Key) and all projected rates (factoring in escalation) for all option periods. The Key Personnel labor rates shall be supported by evidence of actual rates currently being paid and/or the basis for specific rates being proposed.
  2. The offeror shall identify all direct labor escalation factors and basis for any escalation index being utilized for all option periods.
- d. Fee Review:
1. The offeror shall break out all proposed fees and clearly delineate the cost base in which the fee percentages are applied.

### **L.5.2.5 SUBCONTRACTOR SUPPORTING DOCUMENTATION (TAB J)**

The offeror shall also provide supporting cost/price documentation for all proposed subcontractors utilizing the same Cost/Price Excel Workbook format as the prime offeror (**Section J, Attachment Q**, tabs “base period” through fourth option period”), including the total value of the proposed subcontract, the proposed type of subcontract, the rationale and/or justification for this type of subcontract type, and how fee will be determined and paid. Additionally, the offeror shall provide a narrative detailing the processes used to evaluate the subcontracts it is proposing, including cost and/or price analysis conducted as appropriate for each subcontract. In addition to the supporting cost backup documentation, DCAA contact information and relevant cost/pricing data shall be provided for all cost-type subcontractors. Failure to provide complete supporting documentation may result in no further consideration of the offeror’s proposal. Subcontractors may submit proprietary data directly to the FEDSIM CO and CS at the email addresses provided in the Cover Letter. **The prime contractor shall specifically state whether the estimated costs of any proposed subcontractor will be in excess of \$10M over the life of the TO for Government accomplished Equal Employment Opportunity (EEO) verification purposes.**

Task Order Request 47QFCA20R0022

PAGE L-8

## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

The prime offeror is responsible for ensuring that all cost-type subcontractors include the same type of cost detail in the same format as required in Section L.5.2.4. All non-cost subcontractors shall provide:

- a. **Firm-Fixed-Price (FFP):** A basis of estimate for the FFP amount is required, which includes the Level of Effort (LOE) and fully burdened labor rates associated with the FFP amount.
- b. **Time and Materials (T&M)/Labor Hour (LH):** The labor rate, the LOE, and supporting documentation to substantiate the proposed labor rates are required for the T&M amount. Supporting documentation could include past invoices, GSA schedule price lists, or other applicable information (all matched to the appropriate proposed labor categories). If proposed subcontractor possesses an appropriate, established acquisition vehicle (e.g. GSA Schedule), then subcontractor shall provide acquisition vehicle price list for labor rate verification.
- c. All proposed OASIS labor categories should be mapped to the appropriate labor category in the supporting documentation, and a description of the labor categories should be provided.

### **L.5.2.6 COST/PRICE ASSUMPTIONS (TAB K)**

The offeror shall submit all (if any) assumptions upon which the Cost/Price Proposal is based.

### **L.5.2.7 PASS/FAIL ELEMENTS (TAB L)**

A failure on any single Pass/Fail criteria will make the proposal ineligible for award, with no further evaluation of the Technical and Cost/Price proposal accomplished by the Government. The offeror shall provide:

- a. **Named Key Personnel:** Each proposed Key Person (Section H.3) shall be named at the time of proposal Part II submission. The offeror shall provide a list of Key Personnel, including additional Key Personnel positions, if any, stating position title and name. This list shall be consistent with the information provided in the **Section J, Attachment R**, Project Staffing Plan Template and **Section J, Attachment S**, KPQM in the Written Technical Proposal. A proposal that states TBD for a proposed Key Person, or omits a Key Person, will be rejected by the Government.
- b. **Letters of Commitment:** The offeror shall provide a Letter of Commitment (**Section J, Attachment U**) for each proposed Key Person, including any additional proposed Key Personnel, at the proposal Part II submission due date. To meet this Pass/Fail criterion, the letter shall be signed by the proposed Key Person and shall state that (1) the proposed Key Person named is employed by the offeror or subcontractor, or has an offer of employment from the offeror or subcontractor that the Key Person intends to accept in the event of an award being made to the offeror; and (2) the proposed Key Person is available and committed to begin work on the PS date designated in Section L.3.
- c. **Awardee of the Master Contract:** The offeror shall represent that it is an awardee of the OASIS Unrestricted Pool 3 contract by providing the appropriate documentation (e.g., a copy of the master contract award or a novation letter) and shall include the offeror's OASIS Unrestricted Pool 3 contract number.

## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

- d. **Top Secret Facility Clearance Level (TS FCL):** The offeror's written proposal shall include a statement, provided at the time of proposal Part II submission, indicating that it possesses a TS FCL at the time of proposal submission, in compliance with Section H.7.3.

### **L.6 SUBMISSION OF THE WRITTEN TECHNICAL PROPOSAL (PART III)**

Each offeror shall submit all information described in the following paragraphs. The Written Technical Proposal parts shall be submitted electronically via the method indicated in the solicitation Cover Letter.

Part III is the Written Technical Proposal and shall contain the following (page limitations, if applicable, are indicated in the parentheses following each item):

- a. Project Staffing Plan (Tab M)
- b. Project Staffing Rationale (limited to 15 pages) (Tab N)
- c. KPQM (limited to three pages for each Key Person) (Tab O)
- d. Draft Transition-In Plan (limited to 12 pages) (Tab P)
- e. Technical Assumptions (if any) (Tab Q)
- f. Corporate Experience (limited to three references, four pages per reference, maximum of 12 pages) (Tab R)
- g. Video Technical Proposal Presentation Slides. If the slides are not submitted by the proposal due date specified in the Cover Letter, they will not be evaluated. (Tab S)

#### **L.6.1 PROJECT STAFFING PLAN (TAB M)**

The offeror shall provide a Project Staffing Plan in accordance with the Project Staffing Plan Template contained in **Section J, Attachment R**. The submission shall contain all proposed individuals that will be working on this effort. All Key Personnel proposed shall be identified in the Project Staffing Plan and available to begin work immediately on the PS date indicated in Section L.3 of this solicitation.

All non-Key Personnel shall meet the requirements of the OASIS Unrestricted Pool 3 contract. If the names of all non-Key Personnel are not known prior to offer submission, the offeror may indicate TBD in the Project Staffing Plan. The names of non-Key Personnel are the only identifiers that may remain unspecified in the Project Staffing Plan. The offeror shall supply all requested information for all proposed personnel regardless of whether a name or TBD is provided. The names of all non-Key Personnel that can be provided shall be provided. Information in the Project Staffing Plan provides a basis for the Government to determine the efficacy of the Project Staffing Plan in relation to the offeror's Technical Approach. If TBD is indicated for any non-Key Personnel, the offeror shall supply the offeror's proposed experience/certifications that would be needed to perform the proposed Technical Approach in that role. All qualification sections of the proposed Project Staffing Plan shall be completed uniquely for each person or TBD role provided. The offeror shall only fill in qualifications the first time the name appears in the table.

The offeror shall include all proposed personnel in each performance period of the Project Staffing Plan, regardless of whether there are hours proposed for that person in that period to maintain consistency between each PoP.

## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

The offeror shall ensure there is consistency in the LOE between the Project Staffing Plan provided in Part III and the Written Cost/Price Proposal provided in Parts I and II, being cognizant of rounding issues. This includes providing LOE information in the Cost/Price Excel Workbook in Part II (**Section J, Attachment Q**) and the Project Staffing Plan in Part III (**Section J, Attachment R**) in Section L.3.

The offeror shall clearly indicate deviations and substitutions in its Project Staffing Plan (Section J, Attachment R). Substitutions that are in accordance with Section B.2.1 of the OASIS base contract are not deviations and do not have to be explained in the Project Staffing

### **Rationale.L.6.2 PROJECT STAFFING RATIONALE (TAB N)**

The offeror shall provide a Project Staffing Rationale for the proposed project staffing solution presented in the Project Staffing Plan. The offeror shall describe its rationale for the proposed labor mix and LOE to support each TOR task. The offeror shall also describe what factors drove its proposed labor mix and how its proposed staffing solution will accomplish the Government's objectives and requirements.

If the offeror chooses to deviate from the labor category years of experience and education qualifications in the OASIS Unrestricted contract Section J.1, Attachment (1) OASIS Labor Categories (**Section J, Attachment W**), the offeror shall clearly explain the rationale behind the deviations within this section of the proposal. Deviations are only applicable to non-Key Personnel; Key Personnel deviations and qualification substitutions referenced in Section B.2.1 of OASIS Unrestricted Pool 3 Master contract are prohibited.

If the offeror chooses to create specialized professional services labor categories (reference Section B.3.1 of the OASIS Unrestricted Pool 3 contract), the offeror shall provide the rationale within this section of the proposal.

The offeror shall discuss its methodology for hiring, staffing, retaining, and replacing appropriately qualified personnel throughout the life of the TO in response to Government support requirements.

The offeror shall discuss its methodology for institutionalizing project experience, knowledge, and providing Subject Matter Expert (SME) reach-back support (institutionalizing means the methodologies and tools the offeror proposes to utilize to capture and make available project knowledge for the purpose of informing new contractor and Government personnel).

### **L.6.3 KEY PERSONNEL QUALIFICATION MATRIX (KPQM) (TAB O)**

The offeror shall submit a KPQM (**Section J, Attachment S**) for each Key Person proposed relating the specialized experience identified in Section H.3 of this solicitation and the qualifications of the person or persons being proposed for that position. For those additional Key Personnel proposed, the offeror shall identify the specialized experience and the corresponding qualifications for this experience. The Government will consider no more than two additional Key Personnel for which the offeror shall provide its own required/desired qualifications. Key Personnel deviations and qualification substitutions referenced in Section B.2.1 of OASIS Unrestricted Pool 3 Master contract are prohibited. The offeror shall represent the following:

- a. All Key Personnel meet the requirements of the GSA OASIS Unrestricted Pool 3 master contract.

## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

- b. All Key Personnel meet the requirements of the TO, including security clearance requirements. The offeror shall provide a confirmation statement that all proposed Key Personnel possess the security clearance level required in Section H.7.2 and **Section J, Attachments X and Y** (Draft DD 254 and Draft DD 254 Addendum) of the TOR. The offeror shall also indicate the required security clearance level in the Project Staffing Plan referenced in Section L.6.1 and **Section J, Attachment R** of the TOR.

All Key Personnel requirements apply at the time of proposal submission, unless otherwise noted.

### **L.6.4 DRAFT TRANSITION-IN PLAN (TAB P)**

The offeror shall provide a Transition-In Plan that aligns with the requirements in Section C.5. The offeror shall include in the Transition-In Plan an approach that provides for a seamless transition from the incumbent to the new contractor (hereafter referred to as the offeror).

The Transition-In Plan shall identify the roles and responsibilities of the offeror including proposed schedule(s) and milestones to ensure no disruption of service. The Transition-In Plan shall also identify and discuss the roles and responsibilities of the incumbent contractor and information expected from the incumbent. The offeror shall also identify any actions the offeror assumes to be the responsibility of the Government.

### **L.6.5 TECHNICAL ASSUMPTIONS (TAB Q)**

The offeror shall identify and address any assumptions affecting the technical proposal citing the component(s) of the proposal to which they pertain. All technical assumptions and basis of estimate assumptions shall be included in the technical volume. This shall include any non-Cost/Price information that serves as the basis of a Cost/Price assumption identified in the offeror's Written Cost/Price Proposal.

The Government reserves the right to reject any proposal that includes any assumption that adversely impacts the Government's requirements.

### **L.6.6 CORPORATE EXPERIENCE (TAB R)**

The offeror shall provide Corporate Experience for three projects performed within the last five years. Three projects must be collectively similar in size, scope, and complexity to the requirements identified in the TOR. An exact match of size, scope and complexity is not required to demonstrate similarity to the Government's requirement. For example, the offeror's response may indicate experience with the functional areas and complexities required, even though the project's application of the tasks may be for a different client or mission than the solicitation prescribes. One of the Corporate Experience references shall be the offeror's direct experience as the prime contractor; the remaining reference(s) may be from the prime or team members. These three projects shall reflect current experience and the offeror's roles and responsibilities and be collectively similar in size, scope, and complexity to the requirements identified in the TOR. Collectively similar in scope is defined as the projects, when taken as a whole, are similar to the requirements identified in the TOR; for example, one proposed Corporate Experience is similar to the work required in Tasks 1 and 2, another project that is similar to Tasks 3-5 and another reflects experience managing a complex multi-agency requirement via a cost-plus contract type. Collectively similar in size is defined as the sum of the average annual ceiling value of each

## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

proposed Corporate Experience project is similar to or greater than the average annual ceiling value of the cost range listed in Section L.3 of the TOR. The Corporate Experience information must be submitted in the format provided in **Section J, Attachment T**. The offeror shall ensure that all of the POCs are aware that they may be contacted.

All three projects shall be contracts or orders for the performance of actual technical requirements. Master contract vehicles (e.g., Blanket Purchase Agreements (BPAs), Indefinite Delivery/Indefinite Quantity (IDIQ) contracts) do not satisfy the Corporate Experience requirement unless submitted together with TOs awarded and performed under the master contract vehicle. Furthermore, a project reference that consists of multiple TO references from a single master contract vehicle is acceptable only if the individual TO references are from the same customer and demonstrate interrelated requirements. Multiple TO references must include an individual contract/TO number, dollar value, and PoP. For master contract vehicle experiences, the Government will determine similarity in size, scope, and complexity based on the underlying awarded TOs and not the master vehicle itself. A master contract vehicle experience (with underlying TOs) counts as one of the required three Corporate Experience projects.

### **L.6.7 VIDEO TECHNICAL PROPOSAL PRESENTATION SLIDES (TAB S)**

The offeror shall electronically submit the Video Technical Proposal Presentation slides as a separate file. If the slides are not submitted by the proposal due date specified in the Cover Letter, they will not be evaluated. The Video Technical Proposal Presentation (Part IV) requirements are described in Section L.7.

The offeror shall identify all authors of the Video Technical Proposal Presentation by name and association in the Presentation Slides. Unobtrusive company logos or names can be inserted in any or all slides. Slides should be sequentially numbered in the lower right corner. Transition effects shall not be used. Each slide shall reference in the top right corner, the Section/subsection number from Section C and the Section F deliverable that is being described/discussed on the slide, where applicable.

### **L.7 SUBMISSION OF THE VIDEO TECHNICAL PROPOSAL PRESENTATION (PART IV)**

Offerors that have not heard otherwise shall submit an electronic copy of the Video Technical Proposal Presentation via the method indicated in the solicitation Cover Letter, containing the information required herein Section L.8. The Video Technical Proposal Presentation shall be held at the unclassified level.

The Video Technical Proposal Presentation will be used to assess the offeror's capability to satisfy the requirements set forth in the TOR.

Video Technical Proposal Presentation slides presented that differ from slides delivered with the Written Technical Proposal in Part III will not be evaluated.

While there will be a separate Oral Q&A session scheduled (Section L.7.4), the offeror shall present its submitted Video Technical Proposal in a manner that is clear and complete.

### **L.7.1 VIDEO TECHNICAL PROPOSAL PRESENTATION PARTICIPATION AND CONSTRAINTS**

The offeror shall identify all authors of the Video Technical Proposal Presentation by name and association with the offeror in the opening credits. Key Personnel introductions may be integrated into the video opening credits for clarity. Participation in the Video Technical Proposal Presentation shall be limited to the offeror's Key Personnel and no more than three additional corporate representatives of the offeror. An offeror's Key Personnel includes only those persons who will be assigned to the TO as Key Personnel as described in Section H.3. The three additional corporate representatives (e.g., CEOs, company presidents, or contract representatives) from the offeror may appear for an introductory role, but will not be allowed to deliver the content of the offeror's video presentation. Introductory remarks by any corporate representatives will not be evaluated, but will count toward the offeror's allotted Video Technical Proposal Presentation time. For the remainder of the video presentation, only Key Personnel shall present. Content presented by any non-Key Personnel will not be evaluated.

The offeror's video presentation shall not exceed 90 minutes. There is no limit to the number of slides that can be presented during the Video Technical Proposal Presentation within the allotted timeframe. Only those video presentation slides presented as part of the Video Technical Proposal Presentation will be evaluated. Any content presented after the time limit is reached and any slides over and above those presented during the video presentation will not be evaluated.

### **L.7.2 VIDEO TECHNICAL PROPOSAL PRESENTATION MEDIA**

The Video Technical Proposal shall be in a presentation format. Generally, the visual of the Key Personnel presenting the content shall be visible and not obscure the slide. A static image or name of the Key Personnel presenting is acceptable in lieu of a dynamic visual. Limited use of graphics will be allowed, such as zooming in to parts of the offeror's technical solution. Limited use of animation for technical diagrams is allowable. The Government discourages the use of advanced video graphics or cinematic features as these will not be evaluated.

The offeror shall provide the presentation as an .MP4 file no larger than 5 GB.

### **L.7.3 TECHNICAL PROPOSAL ORAL Q&A SESSION**

The purpose of the oral Q&A session is to allow the Government to ask questions, as deemed necessary, that will serve to clarify to the Government, for evaluation purposes, the offeror's methodologies and approaches as proposed. It is the Government's intent to ask clarifying questions only to the extent deemed minimally necessary for the evaluators to sufficiently understand what is being proposed. The offeror shall be prepared to answer questions about the Video Technical Proposal Presentation and the Written Technical Proposal in the oral Q&A session. The oral Q&A session will be held at the unclassified level.

Attendance at the oral Q&A session is limited to the offeror's proposed Key Personnel and no more than three additional corporate representatives of the offeror. The offeror's Key Personnel shall be prepared to answer questions about Parts III and IV in the Q&A session.

### **L.7.4 TECHNICAL PROPOSAL ORAL Q&A SESSION SCHEDULING**

The FEDSIM CO will schedule the Oral Q&A session with the authorized negotiator or the signatory of the SF 33. Each offeror's Oral Q&A session will be preliminarily scheduled by the Task Order Request 47QFCA20R0022

## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

FEDSIM CO and/or FEDSIM CS after receipt of Part II and the FEDSIM CO determines that the offeror passed all of the Pass/Fail requirements.

Oral Q&A sessions will be conducted virtually via a teleconference capability. The Government will provide the call-in number and any other relevant information when the sessions are scheduled. Time slots will be assigned randomly and may not be changed or traded. The Government reserves the right to reschedule any offeror's Oral Q&A session at its sole discretion.

### **L.7.5 TECHNICAL PROPOSAL ORAL Q&A SESSION FORMAT**

The offeror shall address any clarification questions posed by the FEDSIM CO or the TEB Chairperson. Although no stated time limit for the duration of the Q&A session will be imposed, for planning purposes, it is anticipated that the session should not last more than one hour. The FEDSIM CO and the TEB Chairperson will be responsible for ensuring the schedule is met and that all offerors are given the same opportunity to answer clarification questions.

The offeror shall have its Technical Proposal Parts III available to refer to throughout its Oral Q&A session. The offeror shall not present any information to the Government other than answering the clarification questions posed. **Proposal revisions are not expected and will not be allowed.** The offeror may briefly caucus to coordinate responses to specific requests for clarifications. The Government will provide all questions at the beginning of the Q&A session, after which the offeror may caucus for a maximum of 30 minutes in order to prepare responses.

The entire session will be documented by the Government. Upon completion of the Q&A session, the Government may caucus to formulate any additional clarification questions regarding the technical proposal. The offeror shall provide a POC that the Government can contact to coordinate reestablishment of the teleconference if there are any additional clarification questions, or end the proceedings if no further clarifications are needed.

### **L.7.6 PROHIBITION OF ELECTRONIC RECORDING OF THE TECHNICAL PROPOSAL ORAL Q&A SESSION**

The offeror may **not** record or transmit any of the oral Q&A session. The offeror is permitted to have a timer during the oral Q&A session.

### **L.8 VIDEO TECHNICAL PROPOSAL PRESENTATION TOPICS**

Within the Video Technical Proposal Presentation, the Government does not expect the offeror to provide a restatement of the information already submitted in writing in Part III. Instead, the offeror shall address this information under the topics provided. The Video Technical Proposal Presentation shall include the following topics and be organized in the following order:

- a. Topic 1: Technical and Management Approach
- b. Topic 2: Project Scenario

#### **L.8.1 TECHNICAL AND MANAGEMENT APPROACH (TOPIC 1)**

The offeror shall clearly describe its Technical and Management Approach, including proposed techniques or tools, to fulfill the requirements identified in the TOR. The offeror's proposed Technical and Management Approach shall be tailored to achieve the requirements identified in

## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Sections C, F, H, and J; it shall identify how it will achieve the Government's objective identified in Section C.2; and it shall identify the offeror's understanding of the mission and operating environment. The offeror shall specifically address the following:

- a. Methodology to meet, integrate, and accomplish the TO objectives, conditions, and task requirements identified in Sections C, F, H, and J of the TOR. The offeror shall clearly identify how it proposes to coordinate and collaborate across the TO and TDLs to ensure coordinated delivery, build synergies within the organizations, promote knowledge sharing and integration, and drive efficiencies.
- b. Approach to providing program and project management support for the TOR requirements of multiple technical disciplines under multiple, simultaneous TDL projects for across both DoD and Federal agencies in various CONUS and OCONUS locations. The offeror shall describe, from a management perspective, how it will reduce risk and drive performance objectives under this requirements condition.
- c. Approach to achieving mission accomplishment, technical effectiveness, process improvements, innovations, and efficiencies for the TOR requirements. Approach to reacting to and managing the Government's dynamic requirements with rapidly changing demand and emerging threats, through quick response and flexibility when providing solutions.
- c. Methodology to ensure clear lines of authority and communication within the offeror's team (including organizational structure) and between the offeror's team and the Government, for timely problem identification, mitigation, and resolution.

### **L.8.2 PROJECT SCENARIO (TOPIC 2)**

During the presentation, the offeror shall present its solution to the Project Scenario provided in **Section J, Attachment P**. Instructions to the scenario are enclosed in the attachment. The Project scenario is the offeror's application of technical and management approaches to a potential real-world project scenario on MACRO and is not a restatement of the information submitted for Section L.6 and L.8.1.

### **L.9 SUBMISSION OF QUESTIONS**

Offerors are requested to submit questions grouped by solicitation Section and make reference to the particular Section/Subsection number. Questions must be received before the date specified on the Cover Letter for receipt of questions using the format in **Section J, Attachment V**.

**Questions or requests for extension submitted after the cutoff date will not be considered.**

Any information given to a prospective offeror concerning this solicitation will be furnished promptly to other prospective offerors as an amendment to the solicitation.

### **L.10 DELIVERY INSTRUCTIONS**

The offeror shall deliver written proposals electronically and receive confirmation of receipt using the method provided in the Cover Letter. Proposals not received by 11:00 a.m. Eastern Time (ET) on the date(s) stated in the Cover Letter will not be considered.

## SECTION M – EVALUATION FACTORS FOR AWARD

### **M.1 METHOD OF AWARD**

The Government anticipates awarding a TO to the offeror whose proposal is the most advantageous to the Government, price and other factors considered. Technical proposals will be evaluated based on the factors described in Section M.7. A cost and price evaluation will only be done for offerors with a technical proposal receiving an overall technical rating of ACCEPTABLE or higher. All evaluation factors other than cost or price, when combined, are significantly more important than cost. Award may be made to other than the lowest priced technically acceptable proposal.

This acquisition is being conducted under FAR 16.5. Principles and procedures of Subpart 15.3 do not apply. Accordingly, the Government reserves the right to do any or all of the following:

- a. Award on initial proposals, without discussion.
- b. Ask clarifying questions during the oral Q&A period of the presentations if needed. Clarification questions may include asking the offeror to clarify statements made during video presentations, if the contents of the video presentations warrant clarification. Clarification questions may include asking the offeror to clarify its Written Technical Proposals. As a result, the Government may have communications with some, but not all, offerors; however, these communications will be clarifications and not discussions. In these situations, the Government will consider the offeror's clarifying response(s) without allowing proposal revisions.
- c. After an offeror has been selected for award based upon a best value determination, the Government may negotiate a final reduced price. The negotiations will include reductions in profit/fee with the offeror selected for award in order to achieve the absolute best value for the Government. The Government may make award based on initial offers received or the Government may make award after clarifications of some aspects of the proposal or discussions relative to price only.
- d. Have communications, ask clarifying questions, request corrections relative to minor errors in the cost/price proposal, or request cost/price substantiating documentation to facilitate the Government's final evaluation of cost proposals with one or some offerors. These communications, clarifications, or requests for corrections or substantiating documentation will not materially change the offeror's proposal in terms of conformance to TOR requirements, constitute discussions, or materially change pricing.
- e. FEDSIM does not incorporate proposals into any resultant award.

Proposals shall set forth full, accurate, and complete information as required by this solicitation package (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

### **M.2 PASS/FAIL ELEMENTS**

The Government will evaluate the following Pass/Fail elements. **A failure on any single Pass/Fail criteria will make the proposal ineligible for award, with no further evaluation of the technical and cost proposal conducted by the Government.**

## SECTION M – EVALUATION FACTORS FOR AWARD

### Pass/Fail Elements:

The following will be evaluated on a Pass/Fail basis:

- a. Named Key Personnel: The Government will reject any proposal that does not provide a name for each proposed Key Person at the time of proposal Part II submission. The offeror shall provide a list of Key Personnel, including position title and name (Section H.3), Key Personnel, and additional Key Personnel positions, if any). This list shall be consistent with the information provided in the **Section J, Attachment R**, Project Staffing Plan Template and **Section J, Attachment S**, KPQM in the Written Technical Proposal. A proposal that states TBD for a proposed Key Person, or omits a Key Person, will be rejected by the Government (Section L.5.2.7.a).
- b. Letters of Commitment: The Government will reject any proposal that does not provide a Letter of Commitment (**Section J, Attachment U**) for each proposed Key Person, including any additional proposed Key Personnel, at the proposal Part II submission due date. To meet this Pass/Fail criterion, the letter shall be signed by the proposed Key Person and shall state that (1) the proposed Key Person named is employed by the offeror or subcontractor, or has an offer of employment from the offeror or subcontractor that the Key Person intends to accept in the event of an award being made to the offeror; and (2) the proposed Key Person is available and committed to begin work on the PS date designated in Section L.3 (Section L.5.2.7.b).
- c. Awardee of the Master Contract: The Government will reject any proposal where the offeror does not provide the appropriate documentation (e.g., a copy of the master contract award or a novation letter) to represent that it is an awardee of the master contract (Section L.5.2.7.c).
- d. TS FCL: The offeror's written proposal shall include a statement, provided at the time of proposal Part II submission, indicating that it possesses a TS FCL at the time of proposal submission, in compliance with Section H.7.3 (Section L.5.2.7.d).

### **M.3 COST/PRICE PROPOSAL EVALUATION**

The offeror's cost/price proposal (Section L.5, Parts I and II, Tabs A through K) will be evaluated to assess for cost realism and price reasonableness. Cost analysis will be performed on all prime contractors and major subcontractors with contract values over ten percent of the total contract value. The six-month extension period, authorized by FAR clause 52.217-8, will not be included in the total evaluated cost; however, it will be evaluated to ensure that the option is available for the unilateral exercise of the Government should an extension become necessary. The offeror shall not propose a price for the six-month extension. The CAF is not included in the price evaluation.

Costs that are excessively high or low (without sufficient justification) may be considered unrealistic and unreasonable and may receive no further consideration. Any proposal that is not within the total estimated CPAF cited in Section B and in Section L.3 shall include an explanation that specifically draws the Government's attention to any unique technical aspects of the proposal the offeror would like the Government to consider as the justification for the deviation from the range.

The Government will reject any proposal from the prime contractor that does not have a Government-approved purchasing system at the time of the proposal Part I submission due date.

## SECTION M – EVALUATION FACTORS FOR AWARD

If the Prime is a joint venture, the possession of an approved purchasing system by one of the individual members of the joint venture team is acceptable, provided that the firm possessing the approved purchasing system is actually being proposed, at a minimum, to provide such purchasing services under this acquisition. The Government will determine a prime contractor as non-responsible (and therefore ineligible for award) if the firm does not possess an adequate cost accounting system as determined by the cognizant Federal agency, applicable to the offeror's most current organizational structure, for properly allocating costs applicable to this cost-type contract at the time of the proposal Part I submission due date.

### **M.4 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)**

Tab G will be evaluated to assess whether or not an actual or potential OCI exists as defined by FAR Part 9.5. If an actual or potential OCI is identified that cannot be feasibly mitigated, avoided, or resolved in accordance with FAR Part 9.5, that offeror may be ineligible for award.

### **M.5 COST ASSUMPTIONS**

The Government reserves the right to reject any proposal that includes any cost assumptions that may adversely impact satisfying the Government's requirements. The Government does not intend to incorporate proposals into any resultant award; any assumptions to that effect will be rejected.

### **M.6 OVERTIME AND EXTENDED BILLING HOUR PRACTICES**

The Government reserves the right to reject any proposal that includes overtime or extended hours billing practices that adversely impact or affect the Government's requirements.

### **M.7 TECHNICAL EVALUATION FACTORS**

The Government will evaluate technical proposals (Sections L.6, L.7, and L.8; Parts III and IV) based on the following factors:

- Factor 1: Technical and Management Approach (Section L.8.1) including the written Draft Transition-In Plan (Section L.6.4)
- Factor 2: Project Scenario as presented under the Project Scenario topic (Section L.8.2)
- Factor 3: Key Personnel and Project Staffing Approach including the written Project Staffing Plan, written Project Staffing Rationale, and written KPQM (Sections H.3, L.6.1, L.6.2, and L.6.3).
- Factor 4: Corporate Experience (Section L.6.6).

The technical proposal evaluation factors are listed in descending order of importance. All four technical factors combined are significantly more important than cost. The Government will combine the results of the written and video submissions, including the Q&A responses, to arrive at a rating for the technical evaluation factors as a whole. The receipt of an evaluation rating of NOT ACCEPTABLE in any single factor (this includes a NOT RELEVANT rating for Corporate Experience) will result in the overall proposal being determined NOT ACCEPTABLE and therefore ineligible for award.

**METHODOLOGY.** For this acquisition the term "methodology" is defined as the system of practices, techniques, procedures, and rules as required by this TO. This definition is based on

## SECTION M – EVALUATION FACTORS FOR AWARD

the PMI Project Management Body of Knowledge (PMBOK). For the avoidance of doubt, the Government is seeking a coherent discussion of how the offeror proposes to meet its requirements, rather than a mere restatement of the requirements or a mere listing of what it proposes to do. The latter will not be deemed to constitute a methodology.

### **M.7.1 FACTOR 1: TECHNICAL AND MANAGEMENT APPROACH**

The Government will evaluate the Technical and Management Approach factor based on the comprehensiveness, clarity, effectiveness, efficiency, and feasibility of the approach and the degree to which the proposal meets the requirements of the TOR, from a technical and management perspective, for each of the topic elements identified in Section L.8.1. The Technical and Management Approach will also be evaluated to assess the degree to which the offeror reflects an effective and practical level of understanding of the mission and operating environment in accomplishing the TOR requirements with innovative methodologies based on proven best practices and minimal risk, from a technical and management perspective. The Government will also evaluate the degree of relevancy, comprehensiveness, effectiveness, and feasibility of the offeror's Transition-In Plan (Sections C, F, and L.6.4) under this factor.

The Government will evaluate the Technical and Management Approach factor based on an overall (i.e., taken as a whole) consideration of the aforementioned elements. These elements are not subfactors and will not be individually rated, but will be evaluated as a whole to arrive at the factor-level rating.

### **M.7.2 FACTOR 2: PROJECT SCENARIO**

The Government will evaluate the offeror's response to Project Scenario based on the comprehensiveness, clarity, effectiveness, efficiency, and feasibility of the offeror's approach and the degree to which the proposal meets the project scenario requirements within the TOR constraints, conditions, and considerations. The offeror's response will also be evaluated to assess the degree to which it reflects an effective and practical level of understanding of the mission in accomplishing the project scenario requirements with innovative methodologies based on proven best practices and minimal risk, from a technical and management perspective.

The Government will evaluate the offeror's response based on an overall (i.e., taken as a whole) consideration of the aforementioned items. These elements are not subfactors and will not be individually rated, but will be evaluated as a whole to arrive at the factor-level rating.

### **M.7.3 FACTOR 3: KEY PERSONNEL AND PROJECT STAFFING APPROACH**

The Government will evaluate the Key Personnel and Project Staffing Approach factor based on the clarity and comprehensiveness of the approach, the degree to which the proposal meets the TOR requirements, and an overall (i.e., taken as a whole) consideration of the following. These elements are not subfactors and will not be individually rated, but will be evaluated as a whole to arrive at the factor-level rating.

- a. The degree of relevance, comprehensiveness, and effectiveness of the stated qualifications, experience, skills, and roles of each of the named Key Personnel to meet the TOR requirements.

## SECTION M – EVALUATION FACTORS FOR AWARD

- b. The degree of relevance, comprehensiveness, and effectiveness of the proposed labor mix, qualifications, experience, skills, and roles of the non-Key Personnel to meet the TOR requirements.
- c. The degree of relevance, comprehensiveness, practicality, and feasibility of the offeror's methodology for hiring, staffing, retaining, and replacing appropriately qualified personnel throughout the life of the TO in response to Government support requirements.
- d. The offeror's methodology for institutionalizing project experience, knowledge, and providing Subject Matter Expert (SME) reach-back support (institutionalizing means the methodologies and tools the offeror proposes to utilize to capture and make available project knowledge for the purpose of informing new contractor and Government personnel).

### **M.7.4 FACTOR 4: CORPORATE EXPERIENCE**

The Government will evaluate the offeror's Corporate Experience based on relevance to the requirements in the TOR. The experience will be deemed RELEVANT or NOT RELEVANT, with consideration given to similarity in size, scope, and complexity to the TOR requirements. The following definitions will be used to determine the overall relevance of the offeror's Corporate Experience.

<b>Relevance Rating</b>	<b>Description</b>
Relevant	The provided Corporate Experience efforts are collectively similar in size, scope, and complexity to the solicitation requirements.
Not Relevant	The provided Corporate Experience efforts are not collectively similar in size, scope, and complexity to the solicitation requirements or there was a failure to meet a solicitation requirement called for in the Corporate Experience Section in L.

At least one of the three corporate experiences shall be the offeror's direct experience as a prime contractor. The Government will evaluate Corporate Experience provided from both the prime contractor and any subcontractors equally (Section C, F, H, J, and L.6.6).

### **M.8 TECHNICAL ASSUMPTIONS**

Offeror assumptions will be reviewed in the context of the technical factor to which they apply. The Government reserves the right to reject any proposal that includes any assumption that may adversely impact satisfying the Government's requirements.

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1	OF 1	PAGES
2. CONTRACT NUMBER		3. SOLICITATION NUMBER  47QFCA20R0022		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED  4/24/2020	
7. ISSUED BY  GSA FEDSIM 1800 F Street NW Washington, DC 20405		CODE		8. ADDRESS OFFER TO (If other than item 7) Attn: Jeffrey Chance, Contracting Officer Anna von Reyn, Contract Specialist			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

#### SOLICITATION

9. Sealed offers in original and See TOR copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in See TOR Cover Letter until \_\_\_\_\_ local time \_\_\_\_\_ (Hour) \_\_\_\_\_ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME  Anna von Reyn	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS  anna.vonreyn@gsa.gov
	AREA CODE 202	NUMBER 765	EXTENSION 9682		

#### 11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM		<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT		<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE		<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE		<input checked="" type="checkbox"/>	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA		<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS					

#### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NUMBER		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER				

#### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 3304(a) ( )			23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)			25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)			27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
			28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.